



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Hooper, Alternating Chair  
Representative McClain, Alternating Chair

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

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

Bill Galvano  
President

**Cover Letter  
to Joint Committee**



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-487-1082

**Ron DeSantis, Governor**

January 14, 2020

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

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2019-2020 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 in its January 6, 2020, notice of a public hearing scheduled for January 23, 2020. The materials include an overview of the 13 collective bargaining units comprised of State Personnel System employees and represented by five 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 Jim Parry, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Respectfully submitted,

Michael Mattimore  
Chief Labor Negotiator

MM/mec

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  
Chasity O'Steen, General Counsel, Department of Management Services  
Sharon Larson, Director, Division of State Human Resource Management, Department of Management Services  
Cody Farrill, Director of Legislative Affairs, Department of Management Services  
Collective Bargaining Agent Representatives

**Letter to Senate/House**  
**(Notification of Impasse)**



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

**Ron DeSantis, Governor**

November 18, 2019

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Galvano and Speaker Oliva:

An impasse has occurred in the collective bargaining negotiations between the Governor and the five employees' 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 January 14, 2020, pursuant to section 447.403(5), Florida Statutes.

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

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/awk

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  
Chasity O'Steen, General Counsel, Department of Management Services  
Sharon Larson, Director, Division of State Human Resource Management, Department of Management Services  
Cody Farrill, Director of Legislative Affairs, Department of Management Services  
Collective Bargaining Agent Representatives

## Overview

**OVERVIEW OF COLLECTIVE BARGAINING UNITS**  
(Statistics for Represented Employees and Dues-Paying Members as of January 2, 2020)

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

The Master Contract covers four bargaining units:

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

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

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

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

Includes 45,442 represented employees; 1,775 dues-paying members.

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

Includes 113 physicians and senior physicians in the Selected Exempt Service; 12 dues-paying members. The Agency for Persons with Disabilities, and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice employ members of this unit.

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

Includes 1,087 non-professional supervisory employees in the Selected Exempt Service; 6 dues-paying members. All state agencies except the Florida Commission on Offender Review employ members of this unit.

## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

(Statistics for Represented Employees and Dues-Paying Members as of January 2, 2020)

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

Includes 722 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; 8 dues-paying members. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

### **Florida Nurses Association – Professional Health Care Unit**

Includes 2,545 professional Career Service employees engaged in direct health care activities; 156 dues-paying members. The Agency for Health Care Administration, the Agency for Persons with Disabilities, and the Departments of Business and Professional Regulation, Corrections, Children and Families, Elder Affairs, Financial Services, Health, Juvenile Justice, 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 593 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 157 dues-paying members. The Agency for Health Care Administration and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs employ members of this unit.

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

Includes 1,150 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 489 dues-paying members. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Financial Services, Law Enforcement, Legal Affairs, the School for the Deaf and Blind, and the Fish & Wildlife Conservation Commission employ members in this unit.

### **Police Benevolent Association – Florida Highway Patrol Unit**

Includes 1,653 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 895 dues-paying members.

**OVERVIEW OF COLLECTIVE BARGAINING UNITS**  
**(Statistics for Represented Employees and Dues-Paying Members as of January 2, 2020)**

**Police Benevolent Association – Special Agent Unit**

Includes 291 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; 168 dues-paying members.

**Police Benevolent Association – Security Services Unit**

Includes 17,388 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; 5,686 dues-paying members. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.

**Letter to Senate/House**  
**(Collective Bargaining**  
**Impasse**



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-487-1082

**Ron DeSantis, Governor**

January 14, 2020

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

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

Re: Collective Bargaining Impasse

Dear President Galvano and Speaker Oliva:

As indicated in our letter of November 18, 2019, an impasse has occurred in the collective bargaining negotiations between the Governor and the five employee associations representing 13 bargaining units of state employees.

In accordance with section 447.403(5), Florida Statutes, we are submitting the enclosed list of collective bargaining contract articles on which the state and the bargaining agents representing bargaining units of state employees have not reached agreement as of the date of this letter. We are continuing negotiations and will inform you of agreements reached on any of these impasse articles.

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

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/mec

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  
Chasity O'Steen, General Counsel, Department of Management Services  
Sharon Larson, Director, Division of State Human Resource Management, Department of Management Services  
Cody Farrill, Director of Legislative Affairs, Department of Management Services  
Collective Bargaining Agent Representatives

**Governor's  
Recommended Budget**

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2020-2021

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

Statement of Purpose: This section provides instructions for implementing Fiscal Year 2020-2021 salary and benefits appropriations. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act.

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

(a) The elected officers, full-time members of commissions and designated employees shall be paid at the annual rate shown for the period from July 1, 2020 through June 30, 2021; however, these salaries may be reduced on a voluntary basis.

7/1/2020

=====	
Governor.....	130,273
Lieutenant Governor.....	124,851
Chief Financial Officer.....	128,972
Attorney General.....	128,972
Agriculture, Commissioner of.....	128,972
Supreme Court Justice.....	220,600
Judges - District Courts of Appeal.....	169,554
Judges - Circuit Courts.....	160,688
Judges - County Courts.....	151,822
State Attorneys.....	169,554
Public Defenders.....	169,554
Commissioner - Public Service Commission.....	132,036
Public Employees Relations Commission Chair.....	97,789
Public Employees Relations Commission Commissioners.....	46,362
Commissioner - Parole.....	92,724
Criminal Conflict and Civil Regional Counsels.....	115,000
=====	

None of the officers and 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

For the period July 1, 2020, through June 30, 2021, the Department of Management Services shall administer the plans and benefits provided under the State Group Health Insurance Program consistent with the following parameters:

1. The State Group Health Insurance Program will include a State Group Health Insurance Standard Plan(s), State Group Health Insurance High Deductible Health Plan(s), Health Maintenance Organization Standard Plan(s), and Health Maintenance Organization High Deductible Health Plan(s).

2. The high deductible health plans shall continue to include an integrated Health Savings Account (HSA) in accordance with federal law. The state shall make a monthly contribution to an employee's health savings account to the extent authorized in section 110.123(12), Florida Statutes.

3. Effective upon enactment, the Department of Management Services shall implement compound medication and topical analgesic utilization management in the administration of the State Employees' Prescription Drug Program. The program shall provide coverage of cost-effective, clinically appropriate compound medications and topical analgesics, which may be subject to clinical review, dollar thresholds, exclusions, and/or day supply limitations. The program shall include a clinical exception review process to ensure the program does not restrict access

to the most clinically appropriate and clinically effective medications.

4. For the period July 1, 2020, through June 30, 2021, 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, current Health Maintenance Organization contracts and benefit documents, and other such health benefits as approved by the Legislature.

5. Effective July 1, 2020, the state health insurance plans, as defined in subsection (3)(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 federal law 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, which shall not exceed the annual 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 established cost share limitations are reached.

(c) State Health Insurance Premiums for the Period July 1, 2020, through June 30, 2021.

1. State Paid Premiums

a. For the coverage period beginning August 1, 2020, the state share of the State Group Health Insurance Standard and High Deductible Health Plan premiums for the executive, legislative and judicial branch agencies shall continue at \$713.80 per month for individual coverage and \$1,539.32 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.

i. For the coverage period beginning August 1, 2020, 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 Spouse Program participants, shall continue to be \$755.46 per month for individual coverage and \$1,689.32 per month for family coverage.

ii. For the coverage period beginning August 1, 2020, 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 \$844.66 per month for family coverage.

iii. For the coverage period beginning August 1, 2020, 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 \$720.46 per month for individual coverage and \$1,573.62 per month for family coverage.

iv. For the coverage period beginning August 1, 2020, 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 \$786.82 per month for family coverage.

2. Premiums Paid by Employees

a. For the coverage period beginning August 1, 2020, 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, 2020, the employee share of the health insurance premiums 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, 2020, 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.

d. For the coverage period beginning August 1, 2020, the employee share of the health insurance premiums for the standard plans and the high deductible plans shall continue to be \$8.34 per month for individual coverage and \$30 per month for family coverage for employees filling positions with "agency payroll" benefits.

3. Premiums paid by Medicare Participants

a. For the coverage period beginning August 1, 2020, the monthly premiums for Medicare participants participating in the State Group Health Insurance Standard Plan shall continue to be \$403.92 for "one eligible," \$1,167.71 for "one under/one over," and \$807.83 for "both eligible."

b. For the coverage period beginning August 1, 2020, the monthly premiums for Medicare participants participating in the State Group Health Insurance High Deductible Plan shall continue to be \$304.47 for "one eligible," \$991.61 for "one under/one over," and \$608.94 for "both eligible."

c. For the coverage period beginning August 1, 2020, the monthly premiums for Medicare participants enrolled in a Health Maintenance Organization Standard Plan or High Deductible Health Plan shall be equal to the negotiated monthly premium for the selected state-contracted Health Maintenance Organization.

4. Premiums paid by "Early Retirees"

a. For the coverage period beginning August 1, 2020, 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, 2020, "early retiree" participating in the State Group Health Insurance High Deductible Plan shall continue to pay a monthly premium equal to \$687.14 for individual coverage and \$1,520.29 for family coverage.

5. Premiums paid by COBRA participants

a. For the coverage period beginning August 1, 2020, 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 Program.

(d) Under the State Employees' Prescription Drug Program, the following shall apply:

1. Supply limits shall continue as provided in subsection 110.12315, Florida Statutes.

2. For the period July 1, 2020, through June 30, 2021, co-payments for the State Group Health Insurance Standard Plan shall be as follows:

- a. \$7 co-payment for generic drugs with card;
- b. \$30 for preferred brand name drug with card;
- c. \$50 for nonpreferred brand name drug with card;
- d. \$14 for generic mail-order drug;
- e. \$60 for preferred brand name mail order drug;
- f. \$100 for nonpreferred brand name mail order drug.

3. For the period July 1, 2020, through June 30, 2021, coinsurance for the State Group Health Insurance High Deductible Plan shall continue as provided in section 110.12315(8)(b), Florida Statutes.

4. The Department of Management Services shall maintain the preferred brand name drug list to be used in the administration of the State Employees' Prescription Drug Program.

5. The Department of Management Services shall maintain a listing of certain maintenance drugs that must be filled through mail order by participants of the Preferred Provider Organization option only. A retail pharmacy must agree to provide 90-day prescriptions for such drugs for no more than the reimbursement paid for prescriptions fulfilled by mail order, including the dispensing fee.

(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 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. The state shall continue to provide, at current levels, clothing allowances and uniform maintenance and shoe allowances.

4. 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.

(b) All state branches, departments, and agencies, which have established 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 2020-2021 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, 2020, on-call fees and shift differentials as necessary to perform normal operations of the agency.

(b) Each agency that had an authorized training program in existence on June 30, 2020, which included granting pay additives to participating employees, is authorized to continue such training program for the 2020-2021 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 (FMLA) 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) 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.

(g) 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.

(h) The Fish and Wildlife Conservation Commission is authorized to continue to grant temporary special duties pay additives to law enforcement officers who perform additional duties as K-9 handlers, regional recruiters/community relations, breath test operators/inspectors, offshore patrol vessel crew members, special operations group members, or 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 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; or Florida Advanced Investigation and Reconstruction Teams.

(k) 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.

(l) 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 Baker County, Charlotte County, Clay County, Collier County, Duval County, Escambia County, Flagler County, Hillsborough County, Lee County, Marion County, Orange County, Osceola County, Nassau County, Pasco County, Pinellas County, Santa Rosa County, or St. Johns County 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.

(m) 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 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.

(n) 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.

(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 completed the Florida Department of Corrections Correctional Officer Mental Health Training. 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 their correctional officer certification. Current 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, and 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 Financial Services is authorized to grant temporary special duties pay additives of five percent for law enforcement officers who perform additional duties as K-9 handlers.

(t) 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:

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.

SECTION 9. The unexpended balance of funds appropriated to the Department of Education for the Coach Aaron Feis Guardian Program in Specific Appropriation 95 of Chapter 2019-115, Laws of Florida, and the unexpended balance of funds appropriated to the Department of Education in Section 14 of Chapter 2019-115, Laws of Florida, shall revert and are appropriated for Fiscal Year 2020-2021 to the department to provide incentives for school districts to participate in the Guardian Program and to implement additional best practices for school safety for all participants.

SECTION 10. The unexpended balance of funds appropriated to the



The State and the American Federation of State, County and Municipal Employees – Administrative and Clerical, Operational Services, Human Services, and Professional Units, AFL-CIO (AFSCME) have tentatively agreed to revisions for the following articles:

Article 14 – Performance Review  
Article 27 – Health Insurance (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 34 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain Status Quo:

Preamble  
Article 2 – Vacant  
Article 4 – No Discrimination  
Article 9 – Vacant  
Article 10 – Vacant  
Article 12 – Personnel Records  
Article 13 – Health and Safety  
Article 15 – Length of Service Preference  
Article 16 – Vacant  
Article 17 – Vacant  
Article 19 – Replacement of Personal Property  
Article 20 – Training  
Article 21 – Compensation for Temporary Special Duty in a Higher Position  
Article 22 – Vacant  
Article 23 – Vacant  
Article 24 – On-Call Assignment and Call-Back  
Article 26 – Quality Service Through Partnership  
Article 29 – No Strike  
Article 30 – Vacant  
Article 31 – Management Rights  
Article 32 – Entire Agreement  
Article 33 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 1 – Recognition  
Article 3 – Vacant  
Article 5 – Union Activities and Employee Representation  
Article 6 – Grievance Procedure  
Article 7 – Discipline  
Article 8 – Workforce Reduction  
Article 11 – Classification Review  
Article 18 – Leaves of Absence, Hours of Work, Disability Leave  
Article 25 – Wages

A copy of the current American Federation of State, County and Municipal Employees contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146891/979130/AFSCME\\_FY\\_2019-2020\\_Reopener\\_to\\_2017-2020\\_Agreement\\_\(10-8-19\).pdf](https://www.dms.myflorida.com/content/download/146891/979130/AFSCME_FY_2019-2020_Reopener_to_2017-2020_Agreement_(10-8-19).pdf)







**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition (continued from above)	1/7/20: No Proposal	1/7/20: Revised Proposal of 12/30/19 to remove sentence in Section 1(C) that stipulates the Parties agree to meet to discuss the re-titling of classifications and the creation of new classifications. The employer and Union agree to work toward a "Unit Clarification" petition to the Public Employee Relations Commission (PERC) as necessary.  Moves Section 3(C) under newly created Section 4 and names it "Impact Bargaining". The sentence stipulates that whenever the state is exercising a management right recognized by this Contract, the Union retains the right to bargain over the impact of any proposed changes.	







**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
3 - Vacant (continued from above)  3 - Dues Checkoff*		(continued from above)  Section 2(A) - revises language to remove the requirement that dues and uniform assessments shall be remitted exclusively to the President of Council 79, by the agencies and replaces that the deductions shall be processed by the Bureau of State Payrolls (BOSP). Adds that the BOSP will make available to the Union the remittance for the deductions and a list containing specific data within 30 days or as soon as practicable, after deductions are processed. Section 2(B) - revises section to stipulate that the State will forward the list (containing specific data) and deductions to the Union within 30 days, or as soon as practicable, after the deductions are made and in all cases as soon as possible. Section 7(A) - removes references to Appendix B (which is the Dues Checkoff Authorization Form) from the Contract.	



**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - Union Activities and Employee Representation (continued from above)	(continued from above)  Adds that if travel to and from negotiations unavoidably occurs on workdays immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time. If the Union chooses to hold a preparatory meeting during regular work hours prior to negotiations, committee members will be granted up to four hours of administrative leave for attendance at such meeting.  Administrative leave for employee attendance at negotiations and associated travel, and for preparatory meetings, shall be upon reasonable notice to, and approval by, the agency.		
(continued below)	(continued below)		



**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - Union Activities and Employee Representation (continued from above)  (continued below)	(continued from above) 1/7/20: Revises Section 8 of 12/30/19 Proposal to provide administrative leave for those employees on the Negotiations Committee for the following activities which occur during their regular scheduled workday, not to exceed the number of hours scheduled in such workday: 1. Attendance at negotiations; 2. Reasonable time traveling to and from negotiations that unavoidably occurs on a workday immediately preceding or following a day of negotiations; 3. For one or more preparatory meetings prior to a scheduled negotiation. Committee members will be granted up to a total of eight hours of administrative leave for such meeting(s) which precede a scheduled negotiation.  (continued below)	1/7/20: Union rejects State's Proposal for Section 8(B) to show an increase in the number of covered employees from 2,000 to 3,000. The Union proposes status quo of 2,000. Revises Section 8(C) to clarify administrative leave as being "paid" leave. Strikes "hour-for-hour" referencing eligible paid administrative leave for reasonable travel time. Strikes "and approval by the agency" in reference to the committee member using administrative leave for attendance at meetings. Revises Section 8(D) by striking "agencies" and replacing with the "Department of Management Services" to coordinate proposed dates, times and locations for ratification activities.  (continued below)	The number of covered employees governs the amount of employees the Union can have on its Negotiation Committee. That number cannot exceed 2,000 in current contract.  The removal of this language would remove the agency's authority to manage the employee's work time and work load.  A process was implemented several years ago to assist the Union in their ratification process, which appears to have worked well last year.



**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - Union Activities and Employee Representation (continued from above)		(continued from above)  equivalent opportunity shall be afforded to the Union to address new employees. Adds new Section 13-Local Communications which stipulates that the Employer agrees to provide 8 hours per workweek to Local Union Presidents to be off from their regularly assigned duties to be used for labor consultations and other employee/management disputes.	









**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Adds provisions that when a grievant is not represented by the Union, the grievant will be required to pay the arbitrator a deposit equal to one day of the arbitrator's fee (this is current practice). If the grievant fails to pay the deposit within 20 business days, the case will be closed for failure to pay the required deposit after notice.  Revises section 3(F)(6)(g) to provide that the arbitrator, rather than the Arbitration Coordinator, is to be responsible for scheduling an expedited arbitration.  Revises Section 3(F)(6)(i) to stipulate that the arbitrator shall submit his/her fee statement to the parties, with a copy to the Arbitration Coordinator.		Language regarding the expedited arbitrability process was updated during negotiations for the 2019-2020 Master Contract between the State of Florida and AFSCME. This revision will ensure that language related to the expedited arbitrability process is consistent in all 10 collective bargaining agreements.
(continued below)	(continued below)		



**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)		<p>(continued from above)</p> <p>Section 3(F)(4)(a) and (b) - Union accepts State's Proposal of 12/30/19 for this section.</p> <p>Section 3(F)(5) - Union accepts changes in State's Proposal of 12/30/19 for this section.</p> <p>Section 3(F)(6) - Union accepts changes in State's Proposal of 12/30/19 for this section except for the following subsection:            (i)(3) - Union removed the stipulation that the arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed.</p> <p>Section 3(F)(6)(j) - Revises current contract language to stipulate that the arbitrator shall submit his 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.</p>	





**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
8 - Workforce Reduction (continued from above)	11/8/19: Status Quo.  12/30/19: State offered 11/8/19 Proposal as part of "package" offer.  1/7/20: No Proposal.	(continued from above)  Replaces with language that the employee may invoke the right to be offered any position for which the employee has applied and is qualified. Removes Section 4(A) and (B). Revises to reflect "recall" procedures.  11/8/19: No Proposal.  12/30/19: No Proposal.  1/7/20: Union offered their Proposal of 10/3/19 as part of a "package" deal.	





**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Vacant (continued from above)	11/8/19: Status Quo.  12/30/19: State offered 11/8/19 Proposal as part of "package" offer.  1/7/20: Status Quo.	11/8/19: No Proposal.  12/30/19: No Proposal.  1/7/20: No Proposal.	1/8/20: TA'd. (Union tentatively agreed to State's Status Quo Proposal of 11/8/19.)
10 - Vacant	10/3/19: No Proposal.  11/8/19: Status Quo.	11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review  11 - VACANT*          (continued below)	10/3/19: No Proposal.      11/8/19: Status Quo.  12/30/19: *Proposes an option to either vacate article by removing all language, or status quo.  1/7/19: State maintains offer of 12/30/19 to vacate article.   (continued below)	10/3/19: Revises Section 1(C) and Section 2(C) to remove the stipulation that a decision of the Secretary of the Department of Management Services or designee and agency head, respectfully, shall be final and binding on all parties. Adds that if the employee is not satisfied with the decision, the employee may grieve the Agency Head or designee's decision.      11/8/19: No Proposal.  12/30/19: No Proposal.   1/7/20: Union's Proposal strikes all language in Section 1(C) of current contract language, with the exception of the stipulation which   (continued below)	The union's proposal would open this article to arbitration in the grievance procedure. An arbitrator should not have the capacity to weigh in on an agency's operational and/or recruitment issues.   The classification review process is rarely requested at the DMS level and no evidence that the current process is not effective to resolve issues was presented.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review (continued from above)  11 - VACANT*		(continued from above)  states that the employee shall include with their request, along with any other information the employee may have relevant to the matter.  The request and related documents should be submitted by personal delivery, e-mail, or by U.S. mail, return receipt requested. Adds "and additional duties" to Section 3- Consultation as another element as being an appropriate item for discussion in consultation meetings.	
12 - Personnel Records	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.
13 - Health and Safety	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Review	10/3/19: No Proposal.  11/8/19: No Proposal.  12/30/19: Revised Union's proposal by adding the reference to the Union's requested link: "Rule 60L-35 of the Florida Administrative Code may be found at the following link: <a href="https://www.dms.myflorida.com/workforce-operations/human-resource-management/florida-personnel-rules-and-statutes">https://www.dms.myflorida.com/workforce-operations/human-resource-management/florida-personnel-rules-and-statutes</a> .  1/7/20: No Proposal.	10/3/19: No Proposal.  11/8/19: The Union proposes to add a link to access Rule 60L-35 regarding Performance Evaluations.  12/30/19: No Proposal.  1/7/20: No Proposal.	1/8/20: TA'd. (Union tentatively agreed to State's 12/30/19 Proposal.)
15 - Length of Service Preference	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Vacant	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.
17 - Vacant	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.





**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence, Hours of Work, Disability Leave (continued from above)	1/7/20: No Proposal.	1/7/20: Retitled Section 4 as Rest Periods/ Lunch Period. Added new Section 4(C) stipulating that no supervisor shall unreasonably prevent employees from using a minimum of a 30-minute meal period during each work shift. When not practicable, management will stand in and find/provide relief to allow employees time to consume lunch.	
19 - Replacement of Personal Property	10/3/19: No Proposal. 11/8/19: Status Quo.	10/3/19: No Proposal. 11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
20 - Training	10/3/19: No Proposal.  11/8/19: Adds to Section 2(A) that the state will continue to "make every reasonable effort to" maintain its program to train supervisors and managers in the proper administration of this Contract, including the subject of sexual harassment awareness.  12/30/19: State offered 11/8/19 Proposal as part of "package" offer.  1/7/20: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.  12/30/19: No Proposal.  1/7/20: No. Proposal.	1/8/20: TA'd. (Union tentatively agreed to State's Proposal of 1/7/20.)
21 - Compensation for Temporary Special Duty in a Higher Position	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.
22 - Vacant	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Vacant	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.
24 - On-Call Assignment and Call-Back	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.



**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. Adds Special Risk Class Additions Section which provides Department of Juvenile Justice employees who are Juvenile Detention Officers or Juvenile Detention Officer Supervisors the Special Risk Class. To qualify, the employee must be employed as a detention officer and (1) be certified, or required to be certified, in compliance with section 985.66, Florida Statutes, AND must have primary duties and responsibilities that include the custody, and physical restraint when necessary, of delinquent juveniles within a juvenile detention facility or while being transported; OR must be the supervisor or command officer of an employee or employees who have such responsibilities.		

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Quality Service Through Partnership	10/3/19: No Proposal.  11/8/19: Status Quo.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd.
27 - Health Insurance	10/3/19: No Proposal.  11/8/19: In accordance with Section 8 of the Governor's Recommended 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.	10/3/19: No Proposal.  11/8/19: No Proposal.	11/27/19: TA'd. (Union tentatively agreed to State's Proposal of 11/8/19.)

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
28 - Travel Expenses	<p>10/3/19: No Proposal.</p> <p>11/8/19: Revises the first paragraph to stipulate that "Travel" expenses shall be paid for authorized travel ... as provided in section 112.061, Florida Statutes. Also revises where vouchers are to be submitted.</p> <p>Removes all other language which is already provided for in section 112.061, F.S.</p> <p>12/30/19: State offered 11/8/19 Proposal as part of "package" offer.</p> <p>1/7//19: At the request of the Union, State added "Section 112.061, FS., may be found at the following link:  <a href="http://www.leg.state.fl.us/STATUTES/">http://www.leg.state.fl.us/STATUTES/</a>"</p>	<p>10/3/19: No Proposal.</p> <p>11/8/19: No Proposal.</p> <p>12/30/19: No Proposal.</p> <p>1/7/20: No Proposal.</p>	<p>1/8/20: TA'd (Union tentatively agreed to State's Proposal of 1/7/20.)</p>
29 - No Strike	<p>10/3/19: No Proposal.</p> <p>11/8/19: Status Quo.</p>	<p>10/3/19: No Proposal.</p> <p>11/8/19: No Proposal.</p>	<p>11/27/19: TA'd.</p>

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - Vacant	10/3/19: No Proposal. 11/8/19: Status Quo.	10/3/19: No Proposal. 11/8/19: No Proposal.	11/27/19: TA'd.
31 - Management Rights	10/3/19: No Proposal. 11/8/19: Status Quo.	10/3/19: No Proposal. 11/8/19: No Proposal.	11/27/19: TA'd.
32 - Entire Agreement	10/3/19: No Proposal. 11/8/19: Status Quo.	10/3/19: No Proposal. 11/8/19: No Proposal.	11/27/19: TA'd.
33 - Savings Clause	10/3/19: No Proposal. 11/8/19: Status Quo.	10/3/19: No Proposal. 11/8/19: No Proposal.	11/27/19: TA'd.

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration	<p>10/3/19: No Proposal.</p> <p>11/8/19: Revises Section 1-Term to reflect that the State and the Union agree that Article 25-Wages, Article 27-Insurance Benefits and any other three articles within the Contract that either party desires to reopen shall be subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Contract prior to the expiration date of this Contract, the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.</p> <p>12/30/19: State offered 11/8/19 Proposal as part of "package" offer.</p> <p>(continued below)</p>	<p>10/3/19: No Proposal.</p> <p>11/8/19: No Proposal.</p> <p>12/30/19: No Proposal.</p> <p>(continued below)</p>	<p>The new language eliminates the need for either party to request and acknowledge an extension to an expired contract.</p>

**American Federation of State, County, and Municipal Employees**  
**Administrative/Clerical, Human Services, Professional and Operational Services - State Personnel System**  
**Current Three-Year Contract Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2019**  
**Fiscal Year 2020-23 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration (continued from above)	(continued from above)  1/7/20: Accepted Union's proposal of 1/7/20 and changed "Governor" to "parties".	(continue from above)  1/7/20: Revised second paragraph in Section 1 to reflect that the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by both parties rather than by the Governor.	1/8/20: TA'd.

**Article 1  
RECOGNITION**

**SECTION 1 – Inclusions**

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

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

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

**SECTION 2 – Exclusions**

(A) This Contract specifically excludes managerial, supervisory, and confidential employees as determined by PERC, temporary employees as defined in Rule 60L-33.003, Florida Administrative Code<sup>1</sup>, and persons paid from Other Personal Services (OPS) funds as defined by Florida Statutes.

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 3 – New ~~Positions~~Classes/Occupation Profiles**

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

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

**SECTION 4 – Impact Bargaining**

~~(C)~~—Whenever the state is exercising a management right recognized by this Contract, the Union retains the right to bargain over the impacts on terms and conditions of employment, as identified by the Union, resulting from the exercise of such right ~~of any proposed changes.~~

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Article 1

RECOGNITION

SECTION 1 – Inclusions

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

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

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

SECTION 2 – Exclusions

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

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

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

For the State

For AFSCME

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

SECTION 3 – New Positions/Occupation Profiles

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

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

**SECTION 4 – Impact Bargaining**

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

For the State

For AFSCME

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 3**  
**VACANT DUES CHECKOFF**

**SECTION 1 – Deductions**

(A) During the term of this Contract, the State, by and through its respective agencies, agrees to deduct union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing to the State on Union letterhead and signed by the President of Council 79, from the pay of those employees in the bargaining units who individually make such request on a written checkoff authorization form provided by the Union (Appendix ~~BD~~). Such form is to be submitted to the employing agency, which will process the deduction will be made by the agency when other payroll deductions are made submitted for payment through the state payroll system. The deduction will begin with the pay for the first full pay period following receipt submission of the authorization by the agency.

(B) The Union shall advise the State (Department of Management Services) of any uniform assessment or increase in dues in writing on Union letterhead and signed by the President of Council 79, at least 30 days prior to its effective date.

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

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

**SECTION 2 – Remittance**

(A) Deductions of dues and uniform assessments, if any, shall be ~~remitted exclusively to the President of Council 79, by the respective agencies processed by the Bureau of State Payrolls,~~ on either a biweekly or monthly cycle. along with a The Bureau will make available to the Union the remittance for the deductions and a list containing names, social security numbers employing agency, division, district, institution, and amount deducted, of the employees for whom the remittance is made within 30 days, or as soon as practicable, after the deductions are processed

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(B) The State will ~~attempt to~~ forward the list and deductions to the Union within 30 days, or as soon as practicable, after the deductions are made, ~~and in all cases as soon as practicable.~~

(C) Employees' transfers or promotions between or within these certified bargaining units shall not require the submission of new dues authorization forms.

### **SECTION 3 - Insufficient Pay for Deduction**

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

### **SECTION 4 - Termination of Deduction**

(A) Deductions for Union dues and/or uniform assessments shall continue until either:

(1)      revoked by the employee by providing the employing agency ~~State~~ and the Union with 30 days written notice that the employee is terminating the prior checkoff authorization;

(2)      revoked pursuant to Section 447.507, Florida Statutes;

(3)      the termination of employment; or

(4)      the transfer, promotion or demotion of the employee out of these bargaining units.

(B) When an employee returns from an approved leave status, dues deductions shall continue if that employee had previously submitted a Dues Checkoff Authorization Form.

### **SECTION 5 - Indemnification**

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents, and employees, harmless against any claim, demand, suit, or liability (monetary or

---

Michael Mattimore  
State's Chief Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

**SECTION 6 - Exceptions**

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

**SECTION 7 - Processing the Dues Checkoff Authorization Form**

(A) The Dues Checkoff Authorization Form (Appendix ~~B~~D) supplied by the Union shall:

(1)        be in strict conformance with Appendix ~~B~~D; and

(2)        be the only form used by bargaining unit employees for processing of dues deductions submission to ~~by the State employing agency~~.

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

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

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 3**  
**DUES CHECKOFF**

**SECTION 1 – Deductions**

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

**SECTION 2 – Remittance**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

### **SECTION 3 – Insufficient Pay For Deduction**

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

### **SECTION 4 – Termination Of Deduction**

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

**SECTION 5 – Indemnification**

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

**SECTION 6 – Exceptions**

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

**SECTION 7 – Processing the Dues Checkoff Authorization Form**

- (A) The Dues Checkoff Authorization Form (~~Appendix B~~) supplied by the Union shall:
  - (1) ~~be in strict conformance with Appendix B;~~
  - (2) be the only used by bargaining unit for processing prior to submission to the State.
  
- (B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties previously have agreed to.
  
- (C) Forms that are incorrectly filled out or do not contain all the information necessary for payroll processing will be returned to the Union.

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 5**  
**UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

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

**SECTION 1 – Definitions**

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

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

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

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

**SECTION 2 – Designation of Employee Representatives**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(1) Agency/Regional/District Headquarters Locations

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

(2) Institution

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

(3) Remote/Satellite Work Locations

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

### **SECTION 3 – Bulletin Boards**

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

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

(1) Recreational and social affairs of the Union;

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For AFSCME**

---

Vicki Y. Hall  
President

---

Date

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

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

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

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

#### **SECTION 4 – Employee Lists**

(A) Upon request of the President of AFSCME Council 79 on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First) at no cost to the Union. These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

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

### **SECTION 5 – Occupation Profiles/Rules**

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

### **SECTION 6 – Representative Access**

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

(B) Upon the Union's written request of an agency at least four days before a proposed visit to its premises during regular business hours, the agency shall confirm to the Union the space to be utilized. If appropriate space is not available at the time requested, the agency shall provide the Union with dates on which such space is available. The agency shall notify its employees at the site by email of the date, time, and location of the confirmed visit.

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

### **SECTION 7 – Consultation**

(A) In order to provide a means for continuing communication between the parties and upon request of the President of AFSCME Council 79, the Secretary of the Department of Management Services and/or designated representative(s) and not more than six employees of the

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

affected agency(ies), selected by the Union, shall make a good faith effort to meet and consult. Such meeting shall be held at a time and place designated by the Department of Management Services.

(B) If a Union Staff Representative (no lower than a Union Regional Director) requests to meet and consult with an Agency Head and/or designee(s), the Agency Head and/or designee(s) shall make a good faith effort to meet and consult with the Union Staff Representative and not more than six Union representatives from the Agency. A President of the Local or designee may attend the requested meeting as one of the six Union representatives, provided that any required travel is limited to a maximum of 50 miles (one way) from his official work location. Such meetings shall be held at a time and place to be designated by the Agency Head or designee after consulting with the Union Staff Representative.

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

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

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

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For AFSCME**

---

Vicki Y. Hall  
President

---

Date

(F) Decisions reached through consultation meetings shall be reduced to writing and a copy furnished to the Chief Negotiator of the Department of Management Services and the President of AFSCME Council 79 within 30 days following the meeting.

**SECTION 8 – Negotiations and Ratification**

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

(B) The Union may designate employees within each unit to serve as its Negotiations Committee, ~~and such employees will be granted administrative leave with pay to attend negotiating sessions with the state;~~ provided, however, that the total number of employees designated by the Union shall not exceed one employee for each 23,000 covered employees. No more than one employee shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit. The names, classifications, and work locations of employees designated for the Negotiations Committee shall be provided to the Department of Management Services by September 1 of each year.

(C) ~~An~~ No employee on the Negotiations Committee 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 incurring in connection with attendance at negotiating sessions.~~ administrative leave for the following activities which occur during their regular scheduled workday, not to exceed the number of hours scheduled in such workday, as follows:

(1) For attendance at negotiations;

(2) For reasonable time traveling to and from negotiations that unavoidably occurs on a workday immediately preceding or following a day of negotiations; and

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(3) For one or more preparatory meetings prior to a scheduled negotiation. Committee members will be granted up to a total of eight hours of administrative leave for such meeting(s) which precede a scheduled negotiation.

(4) Administrative leave for the activities listed in (1-3), above, shall be upon reasonable notice to, and approval by, the agency. Administrative leave is not counted as hours worked for the purpose of computing compensatory leave or overtime. The agency shall not reimburse an employee for travel, meals, lodging, or any other expense incurred in connection with these activities.

(D) Upon a written request by the Union at least 15 days prior to the first proposed date of contract ratification voting, and with the agencies agreement to the dates, times, and locations for such ratification activities, the agency will communicate this information to its employees by email at least three days prior to the voting dates. Union representatives who administer the ratification voting process will receive administrative leave for the time they are at the voting location plus up to an additional two hours for purposes of travel and setting up/taking down voting location arrangements. No more than two Union representatives at each voting location will be provided administrative leave for this purpose. Administrative leave for Union representative administration of the ratification voting process shall be upon reasonable notice to, and approval by, the agency. Union representatives at the voting locations will restrict their activities to the ratification voting process. Union representative time for the ratification voting process shall not be counted as hours worked for the purpose of computing compensatory leave or overtime.

## **SECTION 9 – Union Activities**

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

## **SECTION 10 – Union Representation, Employee Discipline**

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

**Article 5**  
**UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

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

**SECTION 1 – Definitions**

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

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

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

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

**SECTION 2 – Designation of Employee Representatives**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(1) Agency/Regional/District Headquarters Locations

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

(2) Institution

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

(3) Remote/Satellite Work Locations

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

### **SECTION 3 – Bulletin Boards**

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

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

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

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

#### **SECTION 4 – Employee Lists**

(A) Upon request of the President of AFSCME Council 79 on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First) at no cost to the Union. These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

### **SECTION 5 – Occupation Profiles/Rules**

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

### **SECTION 6 – Representative Access**

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

### **SECTION 7 – Consultation**

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

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

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

(F) Decisions reached through consultation meetings shall be reduced to writing and a copy furnished to the Chief Negotiator of the Department of Management Services and the President of AFSCME Council 79 within 30 days following the meeting.

**SECTION 8 – Negotiations and Ratifications**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

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

### **SECTION 9 – Union Activities**

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

### **SECTION 10 – Union Representation, Employee Discipline**

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

### **SECTION 11 – Benefit Fairs**

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

### **SECTION 12 – Orientation**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 13 – Local Communications**

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

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

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

(D) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also does not include days on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(F) “His” is intended to be gender neutral.

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

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

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

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

(1) A Steward selected to represent a grievant in a grievance which has been properly filed in accordance with this Article, may be allowed a reasonable amount of time during scheduled work hours to investigate the grievance and to represent the grievant at any Oral Step and Step 1 meetings that are held during regular work hours. Such time shall be considered time worked and shall be subject to prior approval by the Steward’s immediate supervisor; however, approval of such time will not be withheld if the Steward can be allowed the time without

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Steward's immediate supervisor will notify the grievant's supervisor prior to allowing the Steward time to investigate the grievance.

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

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

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

(5) The grievant, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(G) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the state or the Union in other cases unless stipulated by the parties in a settlement agreement approved by DMS.

**SECTION 3 – Procedures**

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

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

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

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**(1) Oral Step**

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

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

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

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

**(2) STEP 1**

(a) If the grievant elects to utilize the Oral Step and the grievance is not resolved, the grievant or the grievant’s representative may submit the grievance in writing to the

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Step 1 Management Representative on the grievance form contained in Appendix B of the Contract, to be received within 10 days following the receipt of the Oral Step decision or the supervisor’s failure to communicate the decision within the timeframe contained in paragraph (1)(a). The grievant shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. When filing the Step 1 grievance form, the grievant shall include the Oral Step documentation as described in paragraph (1)(c) above, as well as all other written documentation to be considered by the Step 1 Management Representative. The grievance form must be completed in its entirety.

(b) If the grievant elects not to utilize the Oral Step provision of this section, the grievant or the grievant’s representative shall file a written grievance with the Step 1 Management Representative on the grievance form as contained in Appendix B of this Contract, to be received within 15 days following the occurrence of the event giving rise to the grievance, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

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

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

**(3) STEP 2**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Contract setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 decision, together with all written responses and documentation in support of the grievance. The grievance form must be completed in its entirety.

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

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

(d) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, and is not resolved at Step 2, the grievant or grievant's representative may appeal the grievance to arbitration as provided in Article 6, Section 3(F)(6), below, within 20 days after receipt of the Step 2 decision.

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

(a) If a grievance concerning the interpretation or application of this Contract, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or grievant's representative may appeal the grievance by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: Step3Grievances@dms.myflorida.com within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, a copy of the Oral Step Documentation if that step was utilized, together with and all written decisions and documents in support of the grievance.

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

(b) The representative of the Department of Management Services shall meet with the grievant's representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. ~~The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the grievance form submitted at Step 2, together with all written decisions and documentation in support of the grievance. The grievance form must be completed in its entirety.~~

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

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

## (5) GRIEVANCE MEDIATION

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties a-will then schedule a mediation will be scheduled within 60 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(b) If the mediation is unsuccessful in resolving the grievance, the Union will notify the Arbitration Coordinator and the agency representative within 20 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing, with notice to the Arbitration

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

Coordinator, shall be scheduled not later than 60 days from the date that the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension/continuance based on unusual and compelling circumstances.

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

**(6) ARBITRATION**

**(a) Arbitration Filing.**

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

2. **Disciplinary Grievance.** If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the Union may appeal the grievance to arbitration within 20 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

(e) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall provide the parties with the names of contact-succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

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

(fg) 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.

~~(hg) — 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 may 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(F)(5)(c) of this Article to conduct a hearing on the substantive issue(s).~~

~~Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted~~

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~to address only the arbitrability issue. In such cases, the Arbitration Coordinator shall schedule an arbitrability hearing with the state, the Union, and an arbitrator from the panel of arbitrators (see (6)(c) above) who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The Arbitration Coordinator shall contact arbitrators on the panel in rotation in identifying an arbitrator who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).~~

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

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

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

43. If the arbitrator finds that ~~cause exists for~~ the act or omission upon which the discipline is based has taken place, the arbitrator shall affirm the decision of the agency. If the arbitrator finds that ~~cause did not exist for~~ the act or omission did not take place ~~discipline~~, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provisions of the Contract and law. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back-pay period, and shall not include punitive damages.

b. Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed. However, if the arbitration hearing date is later than the end of the five-month period described in (6)(e), above, or later than the end of the 140-day period described in (5), above, and the delay in scheduling is not attributable to the unavailability of agency counsel, back pay shall be retroactive only to the end of the five-month or 140-day period.

c. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (6)(e), above, whichever is later, and the rescheduled date.

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

(k) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript, ~~and provide a photocopy to the arbitrator.~~ 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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~expenses, to be paid in accordance with (i), above. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).~~

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

**SECTION 4 – Time Limits**

(A) Failure to initiate, file or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision to a grievance within the specified time limit shall permit the grievant, the Union, or the grievant’s representative, as appropriate, to proceed to the next step.

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

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

**SECTION 5 – Exceptions**

(A) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 on the grievance form as contained in Appendix B of this Contract within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(B) If a grievance arises from an agency action listed in Article 7, Section (2) of this Contract, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the occurrence of the event giving rise to the grievance. The

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(C) A dispute involving the interpretation or application of a provision of this Contract, which gives a right to the Union as an employee organization, may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 on the grievance form contained in Appendix B of this Contract and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 15 days of the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(D) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Contract. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2, or at Step 3 where more than one agency is involved, by submitting a grievance form as contained in Appendix B, within 15 days of the occurrence of the event giving rise to the grievance. The Union shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely affected by the dispute relating to the interpretation or application of the Contract. When a grievance is eligible for initiation at Step 2 or 3, the grievance shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all written decisions, responses and documentation—~~documents~~ in support of the grievance. The grievance form must be completed in its entirety.

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Article 6

### GRIEVANCE PROCEDURE

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

#### SECTION 1 – Definitions

As used in this Article:

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

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

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

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

pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also does not include days on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

(F) “His” is intended to be gender neutral.

SECTION 2 – Election of Remedy and Representation

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

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

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

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

(5) The grievant, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

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

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

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

(G) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the state or the Union in other cases unless stipulated by the parties in a settlement agreement approved by DMS.

### SECTION 3 – Procedures

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

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

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

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

(1) Oral Step

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

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

(2) STEP 1

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

(b) If the grievant elects not to utilize the Oral Step provision of this section, the grievant or the grievant's representative shall file a written grievance with the Step 1 Management Representative on the grievance form as contained in Appendix B of this Contract, to be received within 15 days following the occurrence of the event giving rise to the grievance, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

(3) STEP 2

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

Contract setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 decision, together with all written responses and documentation in support of the grievance. The grievance form must be completed in its entirety.

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(4) STEP 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Contract, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or grievant’s representative may appeal the grievance by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: [Step3Grievances@dms.myflorida.com](mailto:Step3Grievances@dms.myflorida.com) within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, a copy of the Oral Step Documentation if that step was utilized, ~~together with~~ and all written decisions and documents in support of the grievance.

(b) The representative of the Department of Management Services shall meet with the grievant’s representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. ~~The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the grievance form submitted at Step 2, together with all written decisions and documentation in support of the grievance. The grievance form must be completed in its entirety.~~

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

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

(5) GRIEVANCE MEDIATION

**For the State**

**For AFSCME**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties -a will then schedule a mediation will be scheduled within 60 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with a written notice no later than five days before a scheduled mediation.

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

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

## (6) ARBITRATION

### (a) Arbitration Filing.

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

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal)

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

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

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

(e) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall provide the parties with the names of contact succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties, however each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. If the arbitrator determines that the issue is arbitrable another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of section 3(F)(5)(c) of this Article to conduct a hearing on the substantive issue(s). In such cases, the Arbitration Coordinator shall schedule an arbitrability hearing with the state, the Union, and an arbitrator from the panel of arbitrators (see (6)(c) above) who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The Arbitration Coordinator shall contact arbitrators on the panel in rotation in identifying an arbitrator who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).~~

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

1. The arbitrator shall issue a decision not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
3. If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. If the arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provisions of the

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

Contract and law. ~~The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed.~~ The arbitrator may not increase or reduce the penalty imposed by the agency.

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

Page | 12

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

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, and shall not include punitive damages.

b. Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed. However, if the arbitration hearing date is later than the end of the five-month period described in ~~(6)(e)~~ 5, above, or later than the end of the 140-day period described in (5)(a), above, and the delay in scheduling is not attributable to the

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

c. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in ~~(6)(e)~~, above, whichever is later, and the rescheduled date.

(j) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee statement to the parties, with a copy to the Arbitration Coordinator for processing in accordance with the provisions of this article and the arbitrator's Contract.

(k) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

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

#### SECTION 4 – Time Limits

(A) Failure to initiate, file or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision to a grievance within the specified time limit shall permit the grievant, the Union, or the grievant’s representative, as appropriate, to proceed to the next step.

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

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

#### SECTION 5 – Exceptions

(A) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 on the grievance form as contained in Appendix B of this Contract within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated. And the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(C) A dispute involving the interpretation or application of a provision of this Contract, which gives a right to the Union as an employee organization, may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 on the grievance form contained in Appendix B of this Contract, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 15 days of the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(D) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Contract. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2, or at Step 3 where more than one agency is involved, by submitting a grievance form as contained in Appendix B, within 15 days of the occurrence of the event giving rise to the grievance. The Union shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely affected by the dispute relating to the interpretation or application of the Contract. When a grievance is eligible for initiation at Step 2 or 3, the grievance shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all written ~~responses~~ decisions and documentation documents in support of the grievance. The grievance form must be completed in its entirety.

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 7  
DISCIPLINE**

**SECTION 1 – For Cause**

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

**SECTION 2 – Notice**

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

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

**SECTION 3 – Remedies**

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

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

**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.

**SECTION 2 – Notice**

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

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

**SECTION 3 – Remedies**

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

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

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. An employee may respond in

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Tallulah Thomas, Vice President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file. **Oral reprimands shall be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months. Written reprimands will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal.**

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Tallulah Thomas, Vice President  
AFSCME Council 79

\_\_\_\_\_  
Date

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

**SECTION 1 – Workforce Reduction**

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

**SECTION 2 – Procedures Prior to Layoff**

Before an employee is laid off as a part of a workforce reduction, an agency shall provide the employee with reasonable notice of the intended action. Where possible the agency shall provide at least 30 days’ notice, and in all cases the agency shall provide at least ten days’ notice or a combination of notice and pay. An employee facing a layoff as a result of a workforce reduction shall have the opportunity for a first interview with any agency for a vacancy for which the employee has applied and is qualified. At its discretion, an agency may provide for additional first interview opportunities.

**SECTION 3 – Placement Assistance**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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.

(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**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 1 – Workforce Reduction**

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

**SECTION 2 – Procedures Prior to Layoff**

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

**SECTION 3 – Placement Assistance**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Tallulah Thomas, Vice President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Tallulah Thomas, Vice President  
AFSCME Council 79

\_\_\_\_\_  
Date

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

**SECTION 1—Additional Duties**

~~(A) — When an employee alleges that they are being regularly required to perform duties that are not included in the employee’s position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee’s position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request. (B) — If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee’s request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.~~

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

~~SECTION 2—Work Load Quotas~~

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

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

**SECTION 1 – Additional Duties**

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee's position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request.

      (B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position and provide a pay increase        after a review has been completed.

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Work Load Quotas**

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

**SECTION 3 – Consultation**

The state and the Union agree that work load quota **and additional duties** problems are an appropriate item for discussion in consultation meetings as described in Article 5.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For AFSCME**

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

**Article 18**  
**LEAVES OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE**

**SECTION 1 – Leaves**

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

**SECTION 2 – Hours of Work and Overtime**

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

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

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

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

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

**SECTION 3 – Work Schedules**

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

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

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

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

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

**SECTION 4 – Rest Periods and Meal 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.

(C) Where practicable, and if their work schedule will permit, an employee will be allowed a minimum of a 30-minute meal period during each work shift.

**SECTION 5 – Disability Leave**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**SECTION 6 – Special Compensatory Leave**

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

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

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

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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.

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall  
President

---

Date

---

Date

(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 October 9, 2012 (Leave 0055);

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

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

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

(43) 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.

(E) An agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, each agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. Employees from whom leave is deducted will continue to report for duty and remain in pay status. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Vicki Y. Hall  
President

\_\_\_\_\_  
Date

**Article 18**

**LEAVES OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE**

**SECTION 1 – Leaves**

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

**SECTION 2 – Hours of Work and Overtime**

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

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

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

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

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

**SECTION 3 – Work Schedules**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

#### **SECTION 4 – Rest Periods/Lunch Period**

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

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

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

#### **SECTION 5 – Disability Leave**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

### **SECTION 6 – Special Compensatory Leave**

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

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

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

**For the State**

**For AFSCME**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Vicki Y. Hall, President  
AFSCME Council 79

---

Date

---

Date

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

(D) Pay Provisions for Special Compensatory Leave.

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

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

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

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

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

(E) An agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, each agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. Employees from whom leave is deducted will continue to report for duty and remain in pay status. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Vicki Y. Hall, President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 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 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 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 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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 – Special Risk Class Additions**

(A) Effective July 1, 2020, employees who are employed by the Department of Juvenile Justice as a Juvenile Detention Officer or Juvenile Detention Officer Supervisor, and meet the membership criteria set forth below, will qualify for the Special Risk Class and will be designated as a special risk member.

(B) To qualify, the employee must be employed as a detention officer and:

1. Be certified, or required to be certified, in compliance with section 985.66, Florida Statutes; AND
2. Must have primary duties and responsibilities that include the custody, and physical restraint when necessary, of delinquent juveniles within a juvenile detention facility or while being transported; OR
3. Must be the supervisor or command officer of an employee or employees who have such responsibilities.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For AFSCME**

---

Vicki Y. Hall  
President

---

Date

**Article 25  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

Page | 1

**SECTION 2 - Competitive Pay Adjustments**

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

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

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

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

In accordance with the authority provided in the Fiscal Year 2017-2018 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 4 – Cash Payout of Annual Leave**

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

**SECTION 5 – Performance Pay**

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

**For the State**

**For AFSCME**

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

\_\_\_\_\_  
Tallulah Thomas, Vice President  
AFSCME Council 79

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AFSCME Proposal  
Article 25  
November 8, 2019

performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35,  
Florida Administrative Code.

Page | 2

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For AFSCME**

---

Tallulah Thomas, Vice President  
AFSCME Council 79

---

Date

**AFSCME Unit CBUs 01, 02, 03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2020-2021**

Union/Issue	Estimated Cost	Comments
<p><b>Section 2(A)</b> - Provides eligible employees with an annual increase of 5% to their base rate of pay effective July 1, 2020.</p>	<p align="center">\$111.7M</p>	<p>Calculation is based on a 5% increase for CBUs 01, 02, 03 and 05, including benefits on 57,425.65 FTE for 12 months. PeopleFirst data as of transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.</p>
<p><b>Section 2(B)</b> - Provides eligible employees with a Cost of Living Adjustment as of July 1, 2020 as established by the Consumer Price Index of the U.S. Bureau of Labor Statistics.</p>	<p align="center">\$49.1M</p>	<p>The time period covered by the Consumer Price Index was not specified, but the cost was estimated based on the projected Consumer Price Index change during Fiscal Year 2019-20, as estimated by the National Economic Estimating Conference held on July 10, 2019. A 2.2% increase was applied for CBUs 01, 02, 03 and 05, including benefits on 57,425.65 FTE for 12 months. PeopleFirst data as of transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.</p>

As of: 11/19/19

**FNA – Professional  
Health Care Unit**

The State and the Florida Nurses Association – Professional Health Care Unit have tentatively agreed to revisions for the following articles:

Article 6 – Grievance Procedure  
Article 11 – Classification Matters  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 35 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain status quo:

Article 1 – Recognition  
Article 2 – Vacant  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 5 – Union Activities and Employee Representation  
Article 7 – Disciplinary Action  
Article 8 – Workforce Reduction  
Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station  
Article 10 – Promotions  
Article 12 – Personnel Records  
Article 13 – Safety  
Article 14 – Performance Planning and Evaluation  
Article 16 – Employment Outside State Government  
Article 17 – Vacant  
Article 18 – Leave  
Article 19 – Replacement of Personal Property  
Article 20 – Training and Education  
Article 21 – Compensation for Temporary Special Duty in a Higher Position  
Article 22 – Disability Leave  
Article 24 – On-Call Assignment  
Article 29 – Drug-Free Workplace  
Article 30 – No Strike  
Article 31 – Vacant  
Article 32 – Management Rights  
Article 34 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement.

Article 15 – Scope of Health Care Professional Practice  
Article 23 – Hours of Work/Compensatory Time  
Article 25 – Wages  
Article 26 – Differential Pay  
Article 33 – Entire Agreement

A copy of the current Florida Nurses Association – Professional Health Care Unit contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146992/979654/FNA-Professional Health Care Unit FY 2019-2020 Reopener to 2017-2020 Agreement - CLEAN for Posting \(11-12-19\).pdf](https://www.dms.myflorida.com/content/download/146992/979654/FNA-Professional_Health_Care_Unit_FY_2019-2020_Reopener_to_2017-2020_Agreement_-_CLEAN_for_Posting_(11-12-19).pdf)

**Florida Nurses Association**  
**Professional Health Care Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 10, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/9/19: Status Quo.	10/9/19: No Proposal.	
	11/14/19: Status Quo.	11/14/19: No Proposal.	11/14/19: TA'd
2 - Vacant	10/9/19: Status Quo.	10/9/19: No Proposal.	
	11/14/19: Status Quo.	11/14/19: No Proposal.	11/14/19: TA'd
3 - Vacant	10/9/19: Status Quo.	10/9/19: No Proposal.	
	11/14/19: Status Quo.	11/14/19: No Proposal.	11/14/19: TA'd
4 - No Discrimination	10/9/19: Status Quo.	10/9/19: No Proposal.	
	11/14/19: Status Quo.	11/14/19: No Proposal.	11/14/19: TA'd
5 - Employee Representation and Association Activities	10/9/19: Status Quo.	10/9/19: No Proposal.	
	11/14/19: Status Quo.	11/14/19: No Proposal.	11/14/19: TA'd

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure</p> <p>(continued below)</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p> <p>1/8/20: State proposes to add an electronic method for filing Step 3 grievances and includes Step3Grievances@dms.myflorida.com as the email address.</p> <p>Adds language that stipulates when the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of the Agreement, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p> <p>1/8/20: No Proposal.</p>	<p>1/11/20: TA'd (Union tentatively agreed to State's proposal of 1/8/20.)</p> <p>Creating an email address, and updating the contract/agreements to reference it, will provide the unions with a preferred means to electronically file grievances at Step 3 with the DMS Labor Relations Team, thus reducing the filing and response times.</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Adds language to stipulate that 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 and that 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. Further adds that if the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to</p> <p>(continued below)</p>		<p>Access to the Step 3 Grievance email inbox will be granted to the DMS Labor Relations Team and ensure the timely acknowledgement of receipt of grievances and response. Presently, Step 3 Grievances are received by the Office Manager of the General Counsel and forwarded to the 2 Labor Relations/Human Resources Consultants of the HRM Labor Relations Team.</p> <p>This new procedure reduces time in scheduling of mediations and arbitrations. It also streamlines the process by removing the "middle person" contact.</p> <p>(continued below)</p>







ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  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.  Revises and clarifies processes of class action grievances in Section 5(B)((3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.		This language clarifies who is responsible for any hearing transcripts, when ordered.
7 - Disciplinary Action	10/9/19: Status Quo.  11/14/19: Status Quo.	10/9/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd
8 - Workforce Reductions	10/9/19: Status Quo.  11/14/19: Status Quo.	10/9/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd
9 - Reassignment, Transfer, Change in Duty Station	10/9/19: Status Quo.  11/14/19: Status Quo.	10/9/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd
10 - Promotions	10/9/19: Status Quo.  11/14/19: Status Quo.	10/9/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>11 - Classification Matters</p> <p>(continued below)</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: The State proposes that an employee who has requested a Classification Review be provided with an answer within 30 days of the request. Additionally, the State proposes that an employee who is unsatisfied with the agency decision may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent.</p> <p>(continued below)</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: The Association verbally countered to the state's proposal asking that a copy of the written decision provided to the employee at each step of the process also be provided to the Association, regardless of the employee's representation status.</p>	<p>Revising this language ensures contractual language related to the classification review process, for both the agency level review and in cases involving a DMS review, is consistent in all 10 collective bargaining agreements.</p> <p>(continued below)</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Matters (continued from above)	<p>(continued from above)</p> <p>Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.</p> <p>1/10/20: The state accepted the Association's verbal counter proposal and added the following language to our proposal:</p> <p>(D) A copy of the written decision under (A) and (C) above, will be provided to the Association, regardless of the employee's representation status.</p>		1/11/20: TA'd (Union tentatively agreed to State's Proposal of 1/10/20.)
12 - Personnel Records	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	11/14/19: TA'd
13 - Safety	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	11/14/19: TA'd
14 - Performance Planning and Evaluation	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	11/14/19: TA'd

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 - Scope of Health Care Professional Practice	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p> <p>1/10/20: Status Quo.</p>	<p>10/9/19: The Union proposes that an employee who alleges the assignment of duties jeopardizes his/her professional license may appeal through Grievance Arbitration. Presently, bargaining unit employees can appeal up to and through Step 2.</p>	<p>1/10/20: In follow up conversations with the agencies who have employees covered by this Agreement, the State determined that this provision is rarely used. Opening this grievance procedure to Arbitration is unnecessary. In addition to this being an additional administrative burden for the state, an Arbitrator should not have the ability to determine if an employee's license has been jeopardized as there is no confirmation that each Arbitrator on the panel for this contract is well versed in medical licensure.</p>
16 - Employment Outside State Government	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>
17 - vacant	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leave	10/9/19: Status Quo. 11/14/19: Status Quo.	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd
19 - Replacement of Personal Property	10/9/19: Status Quo. 11/14/19: Status Quo.	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd
20 - Training and Education	10/9/19: Status Quo. 11/14/19: Status Quo.	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd
21 - Compensation For Temporary Special Duty in a Higher Position	10/9/19: Status Quo. 11/14/19: Status Quo.	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd
22 - Disability Leave	10/9/19: Status Quo. 11/14/19: Status Quo.	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 - Hours of Work/Compensatory Time</p>	<p>10/9/19: No Proposal.</p>	<p>10/9/19: Section 6 (NEW SECTION) - The Union proposes the creation of this section to provide additional compensation for work performed during emergency conditions and holidays. (A)(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. (B)(1) - (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 (e.g. Holidays), 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.</p>	<p>10/9/19: Section 6 (NEW SECTION) - The language for the Union's proposal mirrors their 2019-2020, 2018-2019, 2017-2018, and 2016-2017 proposals. During 2016-2017 negotiations, the parties ultimately agreed to provide for payment of special comp leave earned but not used while working during office closures and on holidays. That provision is contained in the current contract and took effect 11/1/17.</p> <p>10/22/18: OPB costing analysis for the economic impact of the proposed "Disaster Compensation" is "indeterminate".</p>
<p>(continued below)</p>	<p>(continued below)</p>	<p>(continued below)</p>	

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 - Hours of Work/Compensatory Time (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>10/9/19: Section 7 (NEW SECTION) - DOH EMPLOYEES ONLY. (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 a declared emergency or disaster.</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>10/9/19: Section 7 (NEW SECTION) - The Union proposed this language for 2019-2020 and the State is opposed to changing the FLSA overtime status of these employees. Other forms of additional compensation during declared emergencies are already available, when warranted.</p> <p>10/22/18: OPB costing estimate of Union’s proposals - Indeterminate</p> <p>(continued below)</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 - Hours of Work/Compensatory Time (continued from above)</p>	<p>(continued from above)</p> <p>11/14/19: No Proposal.</p> <p>1/10/20: Revises Section 6(D) to reflect that upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for unused special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055); and 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. Adds that 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.</p>	<p>(continued from above)</p> <p>11/14/19: No Proposal.</p> <p>1/10/20: No Proposal.</p>	<p>(continued from above)</p> <p>The State's additional language incorporates current attendnace and leave policies which require agencies to pay out special compensatory leave accrued under the Pay As You Go provisions when employees leave the collective bargaining unit (CBU). Timely payment when employees leave the CBU will help agencies comply with provisions in this article and section.</p>
<p>24 - On-Call Assignment</p>	<p>10/9/19: Status Quo.</p> <p>11/14/19: Status Quo.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>25 - Wages</p> <p>(continued below)</p>	<p>10/9/19: No Proposal.</p> <p>11/18/19: Wage proposal provided pursuant to Governor's Recommended Budget for FY 2020-21.</p> <p>In accordance with Section 8 of the Governor's Recommended 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.</p> <p>(continued below)</p>	<p>10/9/19: Section 1 - The FNA proposes that all eligible bargaining unit members will receive an across-the-board increase of 5% effective the first pay period in July 2020.</p> <p>Section 6 (NEW SECTION) - The FNA proposes anniversary date pay increases:</p> <ul style="list-style-type: none"> <li>• All bargaining unit members who have 15 years or more of service will receive a 3% increase effective the first pay period after their anniversary date;</li> <li>• All bargaining unit members who have 10 years or more of service will receive a 2% increase effective the first pay period after their anniversary date; and</li> <li>• All bargaining unit members who have five years or more of service will receive a 1% increase effective the first pay period after their anniversary date.</li> </ul> <p>(continued below)</p>	<p>10/22/19: OPB costing estimate of Union proposal: \$9 million. Calculated using downloaded info for all CBU 04 positions that are transferred into LAS/PBS from People First weekly. Calculated a 5% pay adjustment for all positions effective July 1, 2020. Increase applied to 2,984 FTE. Amount includes retirement/FICA impacts.</p> <p>OPB costing estimate of Union proposal: \$2.1 million. Calculated using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2021 (if the employee had a hire date of 4/3/2016, they would reach 5 years on 4/3/21, though the total includes the 1% for an entire year).</p> <p>(continued below)</p>



ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  In accordance with Section 8 of the Governor's Recommended 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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.		

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>26 - Differential Pay</p> <p>(continued below)</p>	<p>10/9/19: No Proposal.</p>	<p>10/9/19: (A) - The Union proposes a shift differential in the amount of \$2.00 per hour, up from the current amount of \$1.00 per hour. The \$2.00 per hour shift differential 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.</p> <p>(B) - When justified and upon approval by the Secretary of Management Services or designee, a shift differential greater than \$2.00 per hour (up from the current amount of \$1.00 per hour) may be paid when the criteria in (A) above are met.</p>	<p>10/9/19: A shift differential of \$1.00 per hour is currently provided when a majority of the employee's work hours fall between 5:00 p.m. and 6:00 a.m. The Union's proposal also strikes contract language that speaks to the availability of funds and local competitive conditions being a prerequisite for a higher shift differential.</p> <p>10/22/19: OPB costing estimate of Union's proposals - \$571,991. 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).</p> <p>(continued below)</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>26 - Differential Pay (continued from above)</p>	<p>(continued from above)  11/14/19: No Proposal.</p>	<p>(continued from above)  11/14/19: No Proposal.</p>	<p>(continued from above)</p> <p>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 231 positions for which an increase was calculated. Amount includes retirement/FICA impacts.</p> <p>Note: OPB does not have insight into the hours that agencies consider "night" and "evening" shifts.</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	<p>10/9/19: No Proposal.</p> <p>11/14/19: In accordance with Section 8 of the Governor's Recommended 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.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>
28 - Travel Expenses	<p>10/9/19: No Proposal.</p> <p>11/14/19: The State proposes revising language to reflect that travel expenses shall be paid for authorized travel on state business as provided in section 112.061, Florida Statutes. Also provides for vouchers to be submitted to the person or office designated by the agency rather than by management.</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>
29 - Drug-Free Workplace	<p>10/9/19: Status Quo</p> <p>11/14/19: Status Quo</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>
30 - No Strike	<p>10/9/19: Status Quo</p> <p>11/14/19: Status Quo</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>
31 - Vacant	<p>10/9/19: Status Quo</p> <p>11/14/19: Status Quo</p>	<p>10/9/19: No Proposal.</p> <p>11/14/19: No Proposal.</p>	<p>11/14/19: TA'd</p>

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
32 - Management Rights	10/9/19: Status Quo 11/14/19: Status Quo	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd
33 - Entire Agreement	10/9/19: No Proposal. 11/14/19: No Proposal. 1/10/20: In recognition that during the term of the Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended by the parties, the State proposes, under such circumstances, that the Union be specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend this Agreement without having to be ratified by employees.	10/9/19: No Proposal. 11/14/19: No Proposal. 1/10/20: No Proposal.	This revision will give legal standing to agreements (e.g., MOUs, Settlement Agreements, etc.), entered into by the parties without requiring the ratification of such agreements by bargaining unit members. This provision is currently contained in the AFSCME Master Contract, the PBA (SSU, SAU, FHP, LEU) and Fire Services collective bargaining agreements.
34 - Savings Clause	10/9/19: Status Quo 11/14/19: Status Quo	10/9/19: No Proposal. 11/14/19: No Proposal.	11/14/19: TA'd

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	<p>10/9/19: No Proposal.</p> <p>11/14/19: Proposes a three-year agreement with "Reopener" years as follows: FY 2021-2022 and FY 2022-2023. It will allow each party to open three articles plus Wages and Insurance Benefits during the reopener years.</p>	10/9/19: No Proposal.	11/14/19: TA'd

**Article 15**  
**SCOPE OF HEALTH CARE PROFESSIONAL PRACTICE**

An employee may appeal through Step 2 of the grievance procedure of this Agreement the assignment of duties which the employee alleges jeopardizes the employee's professional license.

**For the State**

**For the FNA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Don Slesnick  
Negotiator, Florida Nurses Association

---

Date

---

Date

**Article 23**  
**HOURS OF WORK / COMPENSATORY TIME**

**SECTION 1 – Workweek/Compensatory Time**

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

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

**For the State**

**For the FNA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Don Slesnick  
Negotiator, Florida Nurses Association

---

Date

---

Date

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.

(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.

**For the State**

**For the FNA**

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

\_\_\_\_\_  
Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- (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:

(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.

**For the State**

**For the FNA**

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

\_\_\_\_\_  
Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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.

(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 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 upon expiration of the applicable time periods and are not eligible for payment.

**For the State**

**For the FNA**

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

\_\_\_\_\_  
Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
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 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 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 2020-2021 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, 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 2020-2021, 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 FNA**

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

\_\_\_\_\_  
Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 33**  
**ENTIRE AGREEMENT**

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

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

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

(D) The parties recognize that during the term of this Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend this Agreement without having to be ratified by employees.

**For the State**

**For the FNA**

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

\_\_\_\_\_  
Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**The State of Florida**  
**and**  
**Florida Nurses Association, Office and Professional Employees**  
**International Union, Local 713, AFL-CIO**  
**Union Contract Proposals: October 9, 2019**

**Article 15: Scope of Health Care Professional Practice**

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

**Article 23: Hours of Work/Compensatory Time**

**New Section 6- Work During Emergency Conditions and Holidays**

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

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

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:

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

compensatory leave hours shall be converted to special compensatory leave credits;

- (c) If the employee is still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
1. Any annual leave, sick leave, or regular compensatory leave that had been approved;
  2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

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

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

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

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

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

- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
- (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
- (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.
- (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.

(5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.

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

## **Article 25: Wages**

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

### **New Section 6- Anniversary Date**

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

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

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

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

## **Article 26: Differential Pay**

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

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

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

State Health Care Professional Collective Bargaining Unit - FNA (04)		Fiscal
Year 2020-21 Wage Proposals		
Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 1:</b> Across the board pay increase of 5% effective the first pay period in July 2020.	\$9m	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, 2020. Increase applied to 2,984 FTE. Amount includes retirement/FICA impacts.
<b>Article 25, Section 6:</b> 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	\$2.1m	Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2021 (if the employee had a hire date of 4/3/2016, they would reach 5 years on 4/3/21, 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 1,618 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.
<b>Article 26:</b> \$1 increase in the hourly pay employee's working an evening or night shift.	\$571,991	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 231 positions for which an increase was calculated. Amount includes retirement/FICA impacts. Note: do not have insight into the hours that agencies consider "night" and "evening" shifts.



The State and the Federation of Physicians and Dentists and State Employees Attorneys Guild (FPD / SEAG) – Selected Exempt Service Attorneys Unit have tentatively agreed to revisions for the following articles:

Article 11 – Classification Review and Professional Practice Scope  
Article 19 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 20 – Travel Expenses  
Article 24 – Entire Agreement  
Article 26 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain Status Quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 5 – Employee Rights, Management, and Union Communications  
Article 7 – Employee Standards of Conduct and Performance  
Article 8 – Workforce Reduction  
Article 9 – Transfer  
Article 10 – Classification and Pay Plan  
Article 12 – Personnel Records  
Article 13 – Safety  
Article 14 – Replacement of Personal Property  
Article 15 – Vacant  
Article 16 – Hours of Work and Employee Leave  
Article 17 – Training and Education  
Article 21 – Employment Outside of State Government  
Article 22 – Vacant  
Article 23 – Management Rights  
Article 25 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 6 – Grievance Procedure  
Article 18 – Wages

A copy of the current Federation of Physicians and Dentists and State Employees Attorneys Guild – SES Attorneys Agreement can be found at the following link:

[https://www.dms.myflorida.com/content/download/146895/979142/FPD-SEAG\\_FY\\_2019-20\\_Successor\\_Agreement\\_\(10-8-19\).pdf](https://www.dms.myflorida.com/content/download/146895/979142/FPD-SEAG_FY_2019-20_Successor_Agreement_(10-8-19).pdf)

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
1 - Recognition	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
2 - Gender Reference	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
3 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
4 - No Discrimination	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
5 - Employee Rights, Management, and Union Communications	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.



**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Section 4(C)(4)(a) adds a provision stipulating that 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.</p> <p>Removes language that indicates when the parties agree to mediate a grievance, the scheduled date for the arbitration hearing may be extended by mutual agreement beyond five months.</p> <p>Adds new Section 4(C)(4)(b) stipulating that if the mediation is unsuccessful in resolving the grievance, the Union 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.</p> <p>(continued below)</p>		<p>This new procedure reduces time in scheduling mediations and arbitrations. It also streamlines the process by removing the "middle person" contact.</p>

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>If the Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.</p> <p>Replaces Section 4(C)(5)(a) with Arbitration Filing, which provides procedures on the filing of an appeal to arbitration. Includes the newly created email inbox (<a href="mailto:arbitration_coordinator@dms.myflorida.com">arbitration_coordinator@dms.myflorida.com</a>) as an efficient way to file appeals.</p> <p>(continued below)</p>		<p>This new procedure removes the responsibility of scheduling arbitration hearings from the arbitration coordinator and places it with the arbitrator. This practice is common in other arbitration procedures.</p> <p>A new email inbox was developed and adopted as an official method for appealing and filing of grievances to arbitration.</p>



**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Adds language to 4(C)(5)(c) regarding the roles of the Arbitration Coordinator and the Arbitrator. Removes the Arbitration Coordinator from being the "middle person" for scheduling for Arbitrations. Adds provisions for when a grievant is not represented by the Union which cares for the arbitrator's deposit fees. Includes language that stipulates if the grievant fails to pay the deposit fee, the case will be closed for failure to pay the required deposit after notice. Removes the language that stipulates the Arbitration Coordinator shall schedule arbitration hearings. Adds new provision that cares for expedited arbitration hearings.</p> <p>Adds clause in Section 4(C)(5)(d) that stipulates a witness who has not been timely identified on the witness list may not testify at the hearing.</p> <p>(continued below)</p>		<p>By placing the responsibility of scheduling arbitration hearings with the arbitrator, it will remove the "middle person", (i.e., Arbitration Coordinator), save time and provide for a more efficient process.</p>

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises and adds language to Section 4(C)(5)(e) that includes the roles of the arbitration coordinator and the Arbitrator when scheduling expedited arbitration hearings. New language includes stipulation on how the fees and expenses of the Arbitration hearing will be handled and who pays for what. Removes the Arbitration Coordinator from being the "middle person" for scheduling Arbitrations.  Section 4(C)(5)(f)(1) provides that 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.		
(continued below)	(continued below)		

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises Section 4(C)(5)(h) by adding language stipulating that 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. Removes the requirement that a party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page). Adds language to Section 6(B)(2) which identifies specific information that must be included on the official Union grievance form when filing a class action grievance. Form must be filed within 15 days following the event giving rise to the grievance. Stipulates that a class action grievance shall be initiated at Step 2, or where there is more than one agency is implicated, it would be filed at Step 3.		This language clarifies who is responsible for any hearing transcripts, when ordered.

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
7 - Employee Standards of Conduct and Performance	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
8 - Workforce Reductions	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
9 - Transfer	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
10 - Classification and Pay Plan	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**

**SES Attorneys Unit - State Personnel System**

**Current One-Year Agreement Expires: June 30, 2020**

**Status of Collective Bargaining Negotiations as of: January 8, 2020**

**Fiscal Year 2020-21 Successor Agreement Negotiations**

**Shaded = Closed/Tentative Agreement**

*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
11 - Classification Review and Professional Practice Scope	11/7/19: Revises Section 1(A) to reduce an agency's review time for classification review requests from 60 to 30 days; and (B) to reflect that an employee may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties; not grievable.	11/7/19: No Proposal.	Revising this language ensures that language related to the classification review process, for both the agency level review and in cases involving a DMS review, is consistent in all 10 labor agreements.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
12 - Personnel Records	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
13 - Safety	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
14 - Replacement of Personal Property	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
15 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
16 - Hours of Work and Employee Leave	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
17 - Training and Education	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.



**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**

**SES Attorneys Unit - State Personnel System**

**Current One-Year Agreement Expires: June 30, 2020**

**Status of Collective Bargaining Negotiations as of: January 8, 2020**

**Fiscal Year 2020-21 Successor Agreement Negotiations**

**Shaded = Closed/Tentative Agreement**

*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
19 - Insurance Benefits	11/7/19: In accordance with Section 8 of the Governor's Recommended 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.	11/7/19: Proposes to keep the benefits and employee share of premiums for the State Employees Group Self-Insurance Plan the same as Fiscal Year 2020-2021.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)



**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
20 - Per Diem and Travel Expenses*  20 - Travel Expenses  (continued from above)	(continued from above)  Removes all other language which is already provided for in section 112.061, F.S. Adds that 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. Removes all other language.		12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
21 - Employment Outside of State Government	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
22 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
23 - Management Rights	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - Entire Agreement	11/7/19: Adds paragraph (D): The parties recognize that during the term of the Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend the Agreement without having to be ratified by employees.	11/7/19: No Proposal.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
25 - Savings Clause	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Duration	11/7/19: Revises Section 1-Term to reflect that the State and the Union agree that Article 18-Wages, Article 19-Insurance Benefits and any other three articles within the Agreement that either party desires to reopen shall be subject to negotiations for FY 2021-2022 and FY 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Agreement prior to the expiration date of the Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.	11/7/19: No Proposal.	The new language clarifies that the current Agreement remains in full force until the successor (or reopener) Agreement has been ratified by the Governor, and adds Insurance Benefits Article as an automatic reopener.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

(D) “Grievance Representative” shall mean an employee designated by the Union to investigate grievances and to represent grievants at Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee’s representative.

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(E) “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) “Union Representative” means a non-state employee officially designated by the Union.

## **SECTION 2 – Election of Remedy**

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

## **SECTION 3 – Grievance Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative’s immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of Step 1 meetings. Written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privilege, the Union will be provided an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision agreed to by the state and the Union shall be binding on the grievant.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable

### **For the State**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Date

### **For the FPD**

---

Henry Santana  
Executive Director

---

Date

opportunity to be present at a meeting called for the resolution of the grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and Grievance Representatives. The state will not recognize a person as a Union Representative or Grievance Representative whose name does not appear on the list.

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

#### **SECTION 4 – Procedures**

(A) The filing or pendency of a grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the Union or the state in other cases.

(C) Grievances shall be presented and adjusted in the following manner:

(1) Step 1

(a) The employee may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form, along with documents in support of the Step 1 grievance, as contained in Appendix B of this Agreement, setting forth specifically the

**For the State**

**For the FPD**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Henry Santana  
Executive Director

---

Date

---

Date

complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the grievant and/or the Union Representative to discuss the grievance and shall communicate a decision in writing to the grievant and to the Union Representative, if any, within 10 days following receipt of the written grievance.

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's ~~FPD~~Union representative may appeal the grievance in writing on the grievance form 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 Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(3) Step 3

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's ~~FPD~~Union representative may ~~submit-appeal~~ submit 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, 32399-0950, or by email to: [Step3Grievances@dms.myflorida.com](mailto:Step3Grievances@dms.myflorida.com) within 15 days following receipt of the decision at Step 2 provided the Step 2 decision is received on or before the due date. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievance form must be completed in its entirety.

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

writing to the grievant and the Union Representative 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. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(e) below may be extended by mutual agreement beyond five months.

(b) If the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.

(5) Arbitration

(a) Arbitration Filing. 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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

~~(a) — If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. 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 parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall 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.

(bc) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the Union representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the Union in support of the grievance and written responses to it. If the grievant is not represented by the Union, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If 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 his/her availability and schedule the arbitration with the parties, with notice to the

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

~~(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 contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.~~

(d) At least ~~fifteen~~ 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 witness who has not been timely identified on the witness list may not testify at the hearing. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

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

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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. 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. hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

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

1. The arbitrator shall ~~issue~~ 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.

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 issues other than those raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law the Rules of the State Personnel System, or this Agreement.

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

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. 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 (g), 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).~~

(i) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(j) 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 for back pay shall not exceed the amount of pay the employee 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 Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (5)(eb) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

#### **SECTION 5 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

**For the State**

**For the FPD**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Henry Santana  
Executive Director

---

Date

---

Date

**SECTION 6 – Exceptions**

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

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

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

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The Union shall identify on the grievance form the specific group (e.g., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance. The grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**Article 18**  
**WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended 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 2 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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**

---

Henry Santana  
Executive Director

---

Date

**ARTICLE 18  
WAGES**

**SECTION 1-General Pay Provisions**

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

**SECTION 2- Performance Pay**

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

**SECTION 3-Competitive Pay Adjustments-Florida Elections Commission**

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

**For the State**

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

\_\_\_\_\_  
Date

**For FPD / SEAG**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**State Employees Attorneys Unit - CBU 81  
Fiscal Year 2020-2021**

Union/Issue	Estimated Cost	Comments
<p><b>Article 18, Section 3</b> - Provide a \$6,000 pay increase to those Senior Attorneys (class code 7738) that have been employed by the State of Florida for at least two years and did not receive a competitive pay increase in FY 2019-20</p>	<p align="center">\$3.7M</p>	<p>Downloaded position detail in CBU 81 and class code 7738 from data transferred into LAS/PBS from PeopleFirst on 11/1/19. Excluded the positions receiving increases in the Florida Elections Commission in FY 2019-20. Use the Continuous Service Date data element to determine those employees hired on July 1, 2018 or earlier. Calculated a \$6,000 increase for the 525.5 FTE identified. Amount includes applicable retirement/FICA impacts.</p>

11/4/2019



The State and the Federation of Physicians and Dentists (FPD) – Selected Exempt Service Physicians Unit have tentatively agreed to revisions for the following articles:

Article 7 – Employee Standards of Conduct and Performance  
Article 11 – Classification Review and Professional Practice Scope  
Article 19 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 20 – Travel Expenses  
Article 24 – Entire Agreement  
Article 26 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain Status Quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 5 – Employee Rights, Management, and Union Communications  
Article 8 – Workforce Reductions  
Article 9 – Transfer  
Article 10 – Classification and Pay Plan  
Article 12 – Personnel Records  
Article 13 – Safety  
Article 14 – Replacement of Personal Property  
Article 15 – Drug Testing  
Article 16 – Leaves of Absence, Hours of Work, and Disability Leave with Pay  
Article 17 – Training and Education  
Article 21 – Pay Plan and Classification of Work  
Article 22 – Vacant  
Article 23 – Management Rights  
Article 25 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 6 – Grievance Procedure  
Article 18 – Wages

A copy of the current Federation of Physicians and Dentists – SES Physicians agreement can be found at the following link:

[https://www.dms.myflorida.com/content/download/146899/979154/FPD-Physicians\\_Unit\\_FY\\_2019-2020\\_Successor\\_Agreement\\_\\_\(10-8-19\).pdf](https://www.dms.myflorida.com/content/download/146899/979154/FPD-Physicians_Unit_FY_2019-2020_Successor_Agreement__(10-8-19).pdf)

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
1 - Recognition	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
2 - Gender Reference	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
3 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
4 - No Discrimination	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
5 - Employee Rights, Management, and Union Communications	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.





**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.  (continued below)		This new procedure removes the responsibility of scheduling arbitration hearings from the arbitration coordinator and places it with the arbitrator. This practice is common in other arbitration procedures.
(continued below)			







**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  expenses of the Arbitration hearing will be handled and who pays for what. Removes the Arbitration Coordinator from being the "middle person" for scheduling for Arbitrations.  Section 4(C)(5)(e) provides that 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. Revises Section 4(C)(5)(f)(1) by adding language indicating that 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.		
(continued below)	(continued below)		



**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Removes the requirement that a party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).  Adds language to Section 6(B)(2) which identifies specific information that must be included on the official Union grievance form when filing a class action grievance. Form must be filed within 15 days following the event giving rise to the grievance. Stipulates that a class action grievance shall be initiated at Step 2, or where there is more than one agency is implicated, it would be filed at Step 3.		

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
7 - Employee Standards of Conduct and Performance	11/7/19: Removes Section 2 which references County Health Department Peer Review Procedures.	11/7/19: No Proposal.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
8 - Workforce Reductions	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
9 - Transfer	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
10 - Classification and Pay Plan	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review and Professional Practice Scope	11/7/19: Revises Section 1(A) to reduce an agency's review time for classification review requests from 60 to 30 days; and (B) to reflect that an employee may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties; not grievable.	11/7/19: No Proposal.	Revising this language ensures that language related to the classification review process, for both the agency level review and in cases involving a DMS review, is consistent in all 10 labor agreements.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
12 - Personnel Records	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
13 - Safety	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
14 - Replacement of Personal Property	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
15 - Drug Testing	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
16 - Leaves of Absence, Hours of Work, and Disability Leave With Pay	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
17 - Training and Education	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.



**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Wages (continued from above)	(continued from above)  11/18/19: Per the Governor's Recommended General Appropriations Act for Fiscal Year 2020-2021, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues.		

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Insurance Benefits	11/7/19: In accordance with Section 8 of the Governor's Recommended 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.	11/7/19: Proposes to keep the benefits and employee share of premiums for the State Employees Group Self-Insurance Plan the same as Fiscal Year 2020-2021.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)



**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current One-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-21 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
21 - Pay Plan and Classification of Work	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
22 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
23 - Management Rights	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
24 - Entire Agreement	11/7/19: Adds paragraph (D): The parties recognize that during the term of the Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend the Agreement without having to be ratified by employees.	11/7/19: No Proposal.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)
25 - Savings Clause	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.



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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

(D) “Grievance Representative” shall mean an employee designated by the Union to investigate grievances and to represent grievants at Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee’s representative.

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(E) “Required Participant” means an employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) “Union Representative” means a non-state employee officially designated by the Union.

## **SECTION 2 – Election of Remedy**

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

## **SECTION 3 – Grievance Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative’s immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When a grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and any decision agreed to by the state and the Union shall be binding on the grievant.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

**For the State**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Date

**For the FPD**

---

Henry Santana  
Executive Director

---

Date

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and Grievance Representatives. The state will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

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

#### **SECTION 4 – Procedures**

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the Union or the state in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

(1) **Step 1**

(a) The employee may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form, along with documents in support of the Step 1 grievance, as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the grievant and/or the Union Representative to discuss the grievance and shall communicate a

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

decision in writing to the grievant and to the Union Representative, if any, within 10 days following receipt of the written grievance.

(2) **Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's ~~FPD-Union~~ representative may appeal the grievance in writing on the grievance form 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 Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(3) **Step 3**

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's FPD 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, 32399-0950 or by email to: [Step3Grievances@dms.myflorida.com](mailto:Step3Grievances@dms.myflorida.com) within 15 days following receipt of the decision at Step 2 provided the Step 2 decision is received on or before the due date. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievance form must be completed in its entirety.

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative 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.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

(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. 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.

(b) If the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.

(5) **Arbitration**

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

~~(a) — If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. 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](mailto:arbitration.coordinator@dms.myflorida.com); or by personal service or facsimile.~~

(b) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall 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.

(bc) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the Union representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the Union in support of the grievance and written responses to it. If the grievant is not represented by the Union, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee. ~~schedule the arbitration hearing with the state and Union~~

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

~~representatives and the arbitrator listed next on the panel in rotation and shall 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 contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.~~

(d) At least ~~fifteen~~ 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and deliver to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify. A witness who has not been timely identified on the witness list may not testify at the hearing. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled, if necessary, for the party to respond to the late filed witness information.

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

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FPD**

---

Henry Santana  
Executive Director

---

Date

~~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. 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, who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).~~

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

1. The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator,~~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 issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. Where a supervisor, manager, or administrator has made a judgment involving the exercise of discretion, such as evaluating an employee's performance, the arbitrator shall not substitute the arbitrator's judgment for that of the person exercising such judgment.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

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

56. The arbitrator shall be without power or authority to make any decision:

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy, other than to determine that such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.

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

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. 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 (g), 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).~~

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(i) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

(j) 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 for back pay shall not exceed the amount of pay the employee 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 Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (5)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

#### **SECTION 5 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 6 – Exceptions**

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

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

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

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The Union shall identify on the grievance form the specific group (e.g., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**Article 18**  
**WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended 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 2 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**ARTICLE 18  
WAGES**

**SECTION 1-Pay Provisions-General**

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

**SECTION 2- Performance Pay**

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

Physicians Unit - CBU 80 Fiscal Year 2020-2021		
Union/Issue	Estimated Cost	Comments
<p><b>Article 18, Section 3</b> - Provide a competitive pay adjustment to eligible full-time and part-time employees who meet their required performance standard in the amount of 5% increase to their base rate of pay.</p>	\$1.35M	<p>Estimated cost is based on a 5% increase for 219.8 FTE for 12 months. PeopleFirst data as of 10/29/19 transferred into LAS/PBS was the source of the calculation. Includes all positions, both filled and vacant. Calculations assume that all employees are meeting the required performance standard and are eligible for the increase. Amount includes applicable retirement/FICA impacts.</p>

As of: 11/4/19



The State and the Federation of Physicians and Dentists (FPD) - Selected Exempt Service Supervisory Non-Professional Unit have tentatively agreed to revisions for the following articles:

Article 21 – Travel Expenses  
Article 23 – Vacant  
Article 26 – Vacant  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 29 – Entire Agreement  
Article 31 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain Status Quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 5 – Union Activities and Employee Representation  
Article 7 – Employee Standards of Conduct  
Article 8 – Employee Rights  
Article 9 – Vacant  
Article 10 – Career Opportunities  
Article 11 – Classification and Pay Plan  
Article 12 – Personnel File  
Article 13 – Safety  
Article 14 – Review and Performance Evaluations  
Article 15 – Scope of Professional Responsibilities  
Article 16 – Employment Outside of State Government  
Article 17 – Drug Testing  
Article 18 – Hours of Work/Overtime and Leaves of Absence  
Article 19 – Holidays  
Article 20 – Training  
Article 22 – Replacement of Personal Property  
Article 24 – Vacant  
Article 28 – Management Rights  
Article 30 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 6 – Grievance Procedure  
Article 25 – Wages

A copy of the current FPD-SNPU agreement can be found at the following link:

[https://www.dms.myflorida.com/content/download/146902/979163/FDP-SES\\_-Supervisors\\_FY\\_2019-2020\\_Successor\\_Agreement\\_\(10-8-19\).pdf](https://www.dms.myflorida.com/content/download/146902/979163/FDP-SES_-Supervisors_FY_2019-2020_Successor_Agreement_(10-8-19).pdf)

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
1 - Recognition	11/7/19: Status Quo.	11/7/19: No Proposal.	2/19/19: TA'd.
2 - Gender Reference	11/7/19: Status Quo.	11/7/19: No Proposal.	2/19/19: TA'd.
3 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	2/19/19: TA'd.
4 - No Discrimination	11/7/19: Status Quo.	11/7/19: No Proposal.	2/19/19: TA'd.
5 - Union Activities and Employee Representation	11/7/19: Status Quo.	11/7/19: No Proposal.	2/19/19: TA'd.

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure</p> <p>(continued below)</p>	<p>11/7/19: No Proposal.</p> <p>1/8/20: Revises Section 4(D)(3)(a) to include a more efficient way to file a Step 3 grievance. The creation of an email inbox (step3grievances@dms.myflorida.com) - has been designated specifically for the Union's use when appealing step 2 grievances. Adds language that stipulates the Step 2 grievance may be appealed to Step 3 provided that the Step 2 decision is submitted within 15 days following receipt of the decision at Step 2 and is received on or before the due date. Adds language to Section 4(D)(3)(b) that stipulates when the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form (Appendix B of the 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.</p> <p>(continued below)</p>	<p>11/7/19: No Proposal.</p>	<p>Creating an email address, and updating the contract/agreements to reference it, will provide the unions with a preferred means to electronically file grievances at Step 3 with the DMS Labor Relations Team, thus reducing the filing and response times.</p> <p>Access to the Step 3 Grievance email inbox will be granted to the DMS Labor Relations Team and ensure the timely acknowledgement of receipt of grievances and response. Presently, Step 3 Grievances are received by the Office Manager of the General Counsel and forwarded to the 2 Labor Relations/Human Resources Consultants of the HRM Labor Relations Team.</p>



**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>If the Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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. Replaces Section 4(D)(5)(a) with Arbitration Filing, which provides procedures on the filing of an appeal to arbitration. Includes the newly created email inbox (<a href="mailto:arbitration_coordinator@dms.myflorida.com">arbitration_coordinator@dms.myflorida.com</a>) as an efficient way to file appeals.</p> <p>(continued below)</p>		<p>This new procedure removes the responsibility of scheduling arbitration hearings from the arbitration coordinator and places it with the arbitrator. This practice is common in other arbitration procedures.</p> <p>A new email inbox was developed and adopted as an official method for appealing and filing of grievances to arbitration.</p>



**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Adds language to 4(D)(5)(c) regarding the roles of the Arbitration Coordinator and the Arbitrator. Removes the Arbitration Coordinator from being the "middle person" for scheduling Arbitrations. Adds provisions for when a grievant is not represented by the Union which cares for the arbitrator's deposit fees. Includes language that stipulates if the grievant fails to pay the deposit fee, the case will be closed for failure to pay the required deposit after notice. Removes the language that stipulates the Arbitration Coordinator shall schedule arbitration hearings. Adds new provision that cares for expedited arbitration hearings. Adds clause in Section 4(D)(5)(d) that stipulates a witness who has not been timely identified on the witness list may not testify at the hearing.		By placing the responsibility of scheduling arbitration hearings with the arbitrator, it will remove the "middle person", (i.e., Arbitration Coordinator), save time and provide for a more efficient process.  Language regarding the expedited arbitrability process was updated during negotiations for the 2019-2020 Master Contract between the State of Florida and AFSCME. This revision will ensure that language related to the expedited arbitrability process is consistent in all 10 collective bargaining agreements.
(continued below)	(continued below)		

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises and adds language to Section 4(D)(5)(e) that includes the roles of the arbitration coordinator and the Arbitrator when scheduling expedited arbitration hearings. New language includes stipulation on how the fees and expenses of the Arbitration hearing will be handled and who pays for fees and expenses. Removes the Arbitration Coordinator from being the "middle person" for scheduling Arbitrations.  Section 4(D)(5)(f)(1) provides that 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.		
(continued below)	(continued below)		

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises Section 4(D)(5)(h) by adding language stipulating that 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. Removes the requirement that a party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).  Adds language to Section 6(B)(2) which identifies specific information that must be included on the official Union grievance form when filing a class action grievance. Form must be filed within 15 days following the event giving rise to the grievance. Stipulates that a class action grievance shall be initiated at Step 2, or where there is more than one agency is implicated, it would be filed at Step 3.		This language clarifies who is responsible for any hearing transcripts, when ordered.
7 - Employee Standards of Conduct	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
8 - Employee Rights	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
9 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
10 - Career Opportunities	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
11 - Classification and Pay Plan	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
12 - Personnel File	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
13 - Safety	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
14 - Review and Performance Evaluations	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
15 - Scope of Professional Responsibilities	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
16 - Employment Outside of State Government	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
17 - Drug Testing	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
18 - Hours of Work/Overtime and Leaves of Absence	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
19 - Holidays	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
20 - Training	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
21 - Travel Expenses	11/7/19: Revises the first paragraph to reflect that "Travel" expenses shall be paid for authorized travel ... as provided in section 112.061, Florida Statutes. Also revises where vouchers are to be submitted. Removes all other language which is already provided for in section 112.061, F.S. Adds that 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. Removes all other language, which is already provided for in statute.	11/7/19: No Proposal.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
22 - Replacement of Personal Property	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
23 - Insurance Benefits*  23 - Vacant	11/7/19: *Removes all Insurance Benefits language and retitles article as Vacant.	11/7/19: Proposes to keep the benefits and employee share of premiums for the State Employees Group Self-Insurance Plan the same as Fiscal Year 2020-2021.	Moving the insurance benefits language to Article 27 aligns the location of this language with all other Agreements.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19 to vacate this Article and to move the insurance benefits language to Article 27. )
24 - Vacant	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.



**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Printing of the Agreement*  26 - Vacant	11/7/19: *Proposes to remove all language and retitle this Article as VACANT.	11/7/19: No Proposal.	This language is not necessary since the Agreements are now posted on DMS' HRM Website. The Agreements are also provided to the unions electronically. The Supervisory Agreement is the only Agreement that has the language regarding printing of the Agreement.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19 to vacate this Article.)

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>27 - Vacant*</p> <p>27 - Insurance Benefits</p>	<p>11/7/19: *Proposes to move the Insurance Benefits language to Article 27 which is currently Vacant. The Insurance Benefits is currently Article 23.</p> <p>Revises language to reflect the Governor's Recommended General Appropriations Act for Fiscal Year 2020-2021 which stipulates 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 2020-2021.</p>	<p>11/7/19: No Proposal.</p>	<p>12/19/19: TA'd.            (Union tentatively agreed to State's Proposal of 11/7/19 to repurpose this vacant Article by moving the insurance benefits language to this Article.)</p>
<p>28 - Management Rights</p>	<p>11/7/19: Status Quo.</p>	<p>11/7/19: No Proposal.</p>	<p>12/19/19: TA'd.</p>

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - Entire Agreement	11/7/19: Adds paragraph (D): The parties recognize that during the term of the Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend the Agreement without having to be ratified by employees.	11/7/19: No Proposal.	12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)

**Federation of Physicians and Dentists (FPD)**  
**Supervisory Non-Professional Unit - State Personnel System**  
**Current One-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement Negotiations**  
**Shaded = Closed/Tentative Agreement**  
*ALL Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - Savings Clause	11/7/19: Status Quo.	11/7/19: No Proposal.	12/19/19: TA'd.
31 - Duration	11/7/19: Revises Section 1-Term to reflect that the State and the Union agree that Article 25-Wages, Article 23-Insurance Benefits and any other three articles within the Agreement that either party desires to reopen shall be subject to negotiations for FY 2021-2022 and FY 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Agreement prior to the expiration date of the Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.	11/7/19: No Proposal.	The new language clarifies that the current Agreement remains in full force until the successor (or reopener) Agreement has been ratified by the Governor, and adds Insurance Benefits Article as an automatic reopener.  12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 11/7/19.)

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

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

**SECTION 1 – Definitions**

(A) A “grievance” shall mean a complaint by an employee or the Union that there has been a violation or misinterpretation of the provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) “Grievant” shall mean an employee having a grievance.

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

(D) “Grievance Representative” shall mean an employee designated by the Union to investigate grievances and to represent grievants at Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee’s representative.

(E) “Required Participant” means an employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) “Union Representative” means a non-state employee officially designated by the Union.

**For the State**

**For the FPD**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Henry Santana  
Executive Director

---

Date

---

Date

**SECTION 2 – Election of Remedy**

An employee shall have the option of utilizing the redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but the employee is precluded from using more than one procedure to address the same or similar complaints and issues.

**SECTION 3 – Grievance Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative’s immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When a grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of a Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and the decision agreed to by the state and the Union shall be binding on the grievant.

(B) If the employee is not represented by the Union, an adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. The Union shall be given reasonable opportunity to be present at a meeting called for the resolution of such grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and the state will not recognize a person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the work hours of grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings,

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

mediation, or arbitration hearings outside of a participant’s regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the Union.

**SECTION 4 – Procedures**

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of the grievance prior to arbitration shall not establish a precedent binding on either the Union or the state in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Step 1

(a) The employee may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form, along with documents in support of the Step 1 grievance, as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the Union Representative to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within 10 days following receipt of the written grievance.

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may appeal the grievance in writing on the grievance form 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 Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(3) Step 3

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's FPD 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, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2 provided the Step 2 decision is received on or before the due date. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievance form must be completed in its entirety.

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative 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.

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(e) below may be extended by mutual agreement beyond five months.

(b) If the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.

(5) Arbitration

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

(a) — If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~C of this Agreement within 10 days following receipt of the decision at Step 3. 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](mailto:arbitration.coordinator@dms.myflorida.com); or by personal service or facsimile.~~

(b) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall 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.

(bc) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall ~~schedule the arbitration hearing with~~ notify the state, ~~and the~~ Union, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the Union in support of the grievance and written responses to it. If the grievant is not represented by the Union, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee. ~~representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.~~

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

~~(e) — Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.~~

(d) At least ~~fifteen~~ 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 witness who has not been timely identified on the witness list may not testify at the hearing. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

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

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~choose an arbitrator from the panel of arbitrators (see (5)(b) above, who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).~~

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

1. The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator, 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 issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law.

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

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. 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 (g), 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).

(i) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

(j) 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 for back pay shall not exceed the amount of pay the employee would otherwise have earned at his regular rate of pay, shall be reduced by the

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (5)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

**SECTION 5 ~~(6)~~ - Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

(E) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

**SECTION 5-6 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

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

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

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The Union shall identify on the grievance form the specific group (e.g., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended 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 2 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**ARTICLE 25  
WAGES**

**SECTION 1-General Pay Provisions**

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

**SECTION 2- Performance Pay**

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

**SECTION 3-Competitive Pay Adjustments**

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

**For the State**

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

\_\_\_\_\_  
Date

**For FPD**

\_\_\_\_\_  
Henry Santana  
Executive Director

\_\_\_\_\_  
Date

**Non-Professional Supervisors - CBU 86**  
**Fiscal Year 2020-2021**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25, Section 3</b> - Provide a competitive pay adjustment to eligible full-time and part-time employees who meet their required performance standard in the amount of 5% increase to their base rate of pay.</p>	<p align="center">\$2.6M</p>	<p>Estimated cost is based on a 5% increase for 1,275.75 FTE for 12 months. PeopleFirst data as of 10/29/19 transferred into LAS/PBS was the source of the calculation. Includes all positions, both filled and vacant. Calculations assume that all employees are meeting the required performance standard and are eligible for the increase. Amount includes applicable retirement/FICA impacts.</p>

As of: 11/4/19

**FSFA –  
Fire Service Unit**

The State and the Florida State Fire Fighters Association (FSFSA) – Fire Fighters Unit have tentatively agreed to revisions for the following articles:

Article 5 – Representation Rights  
Article 11 – Classification Review  
Article 23 – Hours of Work and Overtime  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 30 – Reimbursements  
Article 34 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain Status Quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 7 – Disciplinary Action  
Article 8 – Workforce Reductions  
Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion  
Article 10 – Occupation Profiles/Rules  
Article 12 – Personnel Records  
Article 13 – Vacant  
Article 14 – State Vehicles and Vessels  
Article 15 – Probationary Status  
Article 17 – Vacant  
Article 19 – Outside Employment  
Article 20 – Training and Education  
Article 21 – Committees  
Article 22 – Personal Property – Replacement and/or Reimbursement  
Article 31 – Management Rights  
Article 32 – Entire Agreement  
Article 33 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 6 – Grievance Procedure  
Article 16 – Vacant  
Article 18 – Leaves of Absence  
Article 24 – On-Call Assignment, Call-Back and Residency  
Article 25 – Wages  
Article 26 – Uniforms  
Article 29 – Health and Welfare

A copy of the current Florida State Fire Fighters Association agreement can be found at the following link:

[https://www.dms.myflorida.com/content/download/146894/979139/FSFSA-Fire\\_Service\\_Bargaining\\_Unit\\_FY\\_2019-2020\\_Reopener\\_to\\_FY\\_2017-20\\_Agreement\\_\\_\(10-8-19\).pdf](https://www.dms.myflorida.com/content/download/146894/979139/FSFSA-Fire_Service_Bargaining_Unit_FY_2019-2020_Reopener_to_FY_2017-20_Agreement__(10-8-19).pdf)

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/21/19: No Proposal.	10/21/19: No Proposal.	
	12/19/19: Status Quo.	12/19/19: No Proposal.	12/19/19: TA'd.
2 - Gender Reference	10/21/19: No Proposal.	10/21/19: No Proposal.	
	12/19/19: Status Quo.	12/19/19: No Proposal.	12/19/19: TA'd.
3 - Vacant	10/21/19: No Proposal.	10/21/19: No Proposal.	
	12/19/19: Status Quo.	12/19/19: No Proposal.	12/19/19: TA'd.
4 - No Discrimination	10/21/19: No Proposal.	10/21/19: No Proposal.	
	12/19/19: Status Quo.	12/19/19: No Proposal.	12/19/19: TA'd.



**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	10/21/19: No Proposal.  12/19/19: No Proposal.  1/8/20: Adds new Section 3(H)(2)(c) that stipulates 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), within 10 days after receipt of the Step 2 decision.	10/21/19: No Proposal.  12/19/19: No Proposal.	
(continued below)	(continued below)		





**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Further adds that if the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation.		
(continued below)	(continued below)		





**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  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. Revises and clarifies processes of class action grievances in Section 5(B)(3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.		
7 - Disciplinary Action	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
8 - Workforce Reductions	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.
10 - Occupation Profiles/Rules	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review	<p>10/21/19: The State proposes that an employee who has requested a Classification Review be provided with an answer within 30 days of the request. Additionally, the State proposes that an employee who is unsatisfied with the agency decision may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.</p>	10/21/19: No Proposal.	<p>Revising this language ensures that language related to the classification review process, for both the agency level review and in cases involving a DMS review, is consistent in all 10 labor agreements.</p> <p>12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 10/21/19.)</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 - Personnel Records	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.
13 - Health and Welfare*  13 - <u>Vacant</u> **	9/12/19: *Section 1 - Insurance Benefits will be moved to Article 27 as a stand-alone article. The remaining Sections 2, 3, and 4 under Health and Welfare will be moved to Article 29 (which was titled "Vacant"). Moving the remaining sections of Health and Welfare will align the Insurance Benefits article with all other agreements. **Proposes to remove all language which then renders Article 13 "Vacant".		9/12/19: TA'd. (Union tentatively agreed to State's Proposal of 9/12/19.)
14 - State Vehicles and Vessels	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 - Probationary Status	10/21/19: No Proposal. 12/19/19: Status Quo.	10/21/19: No Proposal. 12/19/19: No Proposal.	12/19/19: TA'd.
(continued below)	10/21/19: No Proposal.	10/21/19: Proposes to repurpose this article with provisions for those employees having "Seniority" and retitle the article as such. Proposal includes three new sections that would require consideration be given to seniority for scheduling and leave requests. Also includes a Section 4 which stipulates that Step Plans shall be established for each job class of the FSFSA. In utilization with pay band scales for the provided job classes, they shall be divided into a minimum of five (5) sections with steps provided over a yearly service time out to thirty (30) years with a minimum of \$2,500 between the step provisions.  (continued below)	State Personnel System positions are funded by the Legislature on an annual basis only. Step pay plans do not comport to that funding model.  10/29/19: OPB costing analysis for the economic impact of the proposed step plan increases is "indeterminate".

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Vacant (continued from above)	12/19/19: Status Quo	(continued from above)  Employees shall be provided with an increase to pay for each year of service within the pay band scale to include educational and job specific training for each position to be established by committee between the agencies and the FSFSA.  12/19/19: No Proposal.	





**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>17 - Allowances and Reimbursements*</p> <p>17 - <u>VACANT</u> (continued from above)</p> <p>(continued below)</p>		<p>(continued from above)</p> <p>Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date of the request.</p> <p>Further provides the Department of Management Services the ability to grant an agency's request to supplement the employee's Workers' Compensation benefits with administrative leave (Leave Code 0056) so that the employee may remain in full-pay status.</p> <p>The new language of this Section includes a statement that disallows the provision to be subject to the Grievance Procedure.</p> <p>Adds Section 2-Alternate Duty language, which provides for an employee to return to work under</p> <p>(continued below)</p>	<p>Union's proposal for adding Section 1 is already provided for in Article 23-Hours of Work and Overtime.</p> <p>Section 2 language is already provided in Rule 60L.340061(1)(d).</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>17 - Allowances and Reimbursements*</p> <p>17 - <u>VACANT</u> (continued from above)</p>	<p>12/19/19: Propose to leave article VACANT as agreed upon on 9/12/19.</p>	<p>(continued from above)</p> <p>temporary assignment of duties with the employee's medical restrictions taken into consideration. Also adds a provision that where an employee suffers an injury in the line of duty, and is permanently unable to perform their normal work duties, the Executive Director or designee shall attempt to reasonably accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions. This Section includes a statement providing grievability rights arising out of issues with the "alternate duty" language.</p> <p>12/19/19: No Proposal.</p>	<p>12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 12/19/19.)</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence	10/21/19: No proposal.  12/19/19: Status Quo.	10/21/19: Adds Section 4 - Grievance Leave, which provides all employees in the FSFSA unit to be provided "grievance" leave of three full shifts to allow for adequate means to attend and handle affairs that may be needed.  12/19/19: No Proposal.	Note: Union's intention for Section 4 is to address "Bereavement Leave" - not grievance leave. Rule 60L-34.0071(3)(d) cares for "bereavement leave" by providing two days of administrative leave with pay for the death of a family member. This benefit is uniformly administered as a total of 16 hours, which can be taken in increments.
19 - Outside Employment	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.
20 - Training and Education	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.
21 - Committees	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
22 - Personal Property - Replacement and/or Reimbursement	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime	<p>10/21/19: No Proposal.</p> <p>12/19/19: Revises Section 6(D) to reflect that upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for unused special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055); and 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.</p> <p>Adds that 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.</p>	<p>10/21/19: No Proposal.</p> <p>12/19/19: No Proposal.</p>	<p>12/19/19: TA'd.</p> <p>Additional language requires agencies to pay out special compensatory leave accrued under the Pay As You Go provisions when employees leave the collective bargaining unit (CBU). Timely payment when employees leave the CBU will help agencies comply with provisions in this article and section.</p>



**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
(continued below)	10/21/19: No Proposal.	10/21/19: Revises Section 4 - Performance Pay to include that each agency <u>shall</u> authorize merit pay increases for each job class within the FSFSA unit, based on the employee's exemplary performance. Adds a provision that prohibits an agency from requiring an employee to obtain a job offer from an outside agency for review if the agency wishes to retain and offer a pay increase to the employee. Adds Section 5 - Competitive Pay Adjustments which stipulates that in accordance with the authority provided in the Governor's recommendations for Section 8 of the General Appropriations Act, effective July 1, 2020, the State of Florida shall grant competitive pay adjustments of \$2,500 to the base rate of pay of all employees filling firefighter  (continued below)	10/21/19: \$176,494  OPB costing analysis to grant a competitive pay adjustment of \$2,500 to the base rate of pay for all employees filling firefighter positions in the following class codes: 8804, 1366, 1360, 1364 was estimated at \$176,494. This calculation is based upon the 60 FTE impacted and includes applicable retirement/FICA impacts.



**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	11/18/19: Per the Governor's Recommended Budget, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities or other staffing issues.		









**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>27 - Uniforms*</p> <p>27 - Insurance Benefits**</p>	<p>9/12/19: *Proposes to move the "Uniforms" language to Article 26 (which is currently Vacant). **Then place the Insurance Benefits language in Article 27 as a stand-alone article.</p> <p>10/21/19: No proposal.</p> <p>12/19/19: In accordance with Section 8 of the Governor's Recommended 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.</p>	<p>10/21/19: No Proposal.</p> <p>12/19/19: No Proposal.</p>	<p>9/12/19: TA'd. (Union tentatively agreed to State's Proposal of 9/12/19 to repurpose this Article.)</p> <p>12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 12/19/19.)</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>28 - Vacant**</p> <p><u>28 - Travel Expenses*</u></p>	<p>9/12/19: *Proposes to remove Section 1 of Article 13-Travel Expenses and place in Article 28, which is currently Vacant.**</p> <p>10/21/19: Revises language to reflect that travel expenses shall be paid for authorized travel on state business as provided in section 112.061, Florida Statutes. Also provides for vouchers to be submitted to the person or office designated by the agency rather than by management.</p>	<p>10/21/19: No Proposal.</p>	<p>9/12/19: TA'd. (Union tentatively agreed to State's Proposal of 9/12/19 to repurpose this Article.</p> <p>Moving the Travel Expenses' language to Article 28 as a stand-alone article aligns FSFSA Agreement with all other agreements.</p> <p>12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 10/21/19 revising travel expenses language.)</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>29 - Vacant</p> <p>29 - <u>Health and Welfare*</u></p>	<p>9/12/19: *Moves Health and Welfare to Article 29 (which keeps the "benefits" articles together in the Agreement).</p> <p>10/21/19: No Proposal.</p>	<p>10/21/19: Adds Section 5 - Personal Cancer Safety language which stipulates that the state shall guarantee that each employee is provided the opportunity to receive a "Life Scan" or comparative review at least once every twelve months, at no cost to the employee. Training shall be provided to each employee for the purpose of familiarization and preventative measures to be taken to limit the exposure to cancer causing agents. Decontamination procedures to be established and utilized to remove cancer causing means to include cleaning of exposed items.</p> <p>(continued below)</p>	<p>9/12/19: TA'd. (Union tentatively agreed to State's Proposal of 9/12/19 to repurpose this Article.)</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>29 - Vacant</p> <p>29 - <u>Health and Welfare*</u> (continued from above)</p>	<p>12/19/19: No Proposal.</p> <p>(Union proposal under review. Response to be provided.)</p>	<p>(continued from above)</p> <p>Contaminated clothing shall be properly cleaned so that the employee does not expose themselves or others to cross contamination. Cost of this process should not be borne by the employee.</p> <p>Adds Section 6 - Equipment Replacement which stipulates that agencies where equipment has been provided as part of the facilities construction and operation or for the maintenance of safety equipment utilized by the employees shall be repaired or replaced when the equipment is found to be inoperable.</p> <p>12/19/19: No Proposal.</p>	<p>Agencies currently operate in this manner. There are no specific incidents that the State is aware of, or that the Union provided, which would justify the addition of this language.</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - Vacant			
30 - <u>Reimbursements</u>	9/12/19: Propose to repurpose Article 30 for "Reimbursements".  10/21/19: Move language from Article 17-Allowances and Reimbursements to Article 30 and retitle as "Reimbursements". All language in Section 2 of Article 17 was moved to Article 30 as "Reimbursements".	10/21/19: No Proposal.	9/12/19: TA'd. (Union tentatively agreed to State's Proposal of 9/12/19 to repurpose this Article.)  12/19/19: TA'd. (Union tentatively agreed to State's 10/21/19 Proposal.)
31 - Management Rights	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.
32 - Entire Agreement	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.
33 - Savings Clause	10/21/19: No Proposal.  12/19/19: Status Quo.	10/21/19: No Proposal.  12/19/19: No Proposal.	12/19/19: TA'd.

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Three-Year Agreement Expires: June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 8, 2020**  
**Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiations*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration	10/21/19: Proposes a three-year agreement with "Reopener" years as follows: FY 2021-2022 and FY 2022-2023. It will allow each party to open three articles plus Wages <u>and</u> Insurance Benefits during the reopener years.	10/21/19: No Proposal.	<p>The new language clarifies that the current Agreement remains in full force until the successor (or reopener) Agreement has been ratified by the Governor. Further, it allows the State and Union to open three discretionary articles in addition to Wages and Insurance, in reopener years to address other necessary contract matters.</p> <p>12/19/19: TA'd. (Union tentatively agreed to State's Proposal of 10/21/19.)</p>

**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).

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

**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 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.

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(D) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 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), 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.

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

(1) **Step 1**

(a) Within 15 days following 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.

(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

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

grievant’s representative, if not represented by FSFSA, may appeal the grievance to arbitration as provided in Article 6, Section 3(F)(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 provided the Step 2 decision is received on or before the due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this 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.

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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.

(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 a 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.

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) 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, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), 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) 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,~~

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

~~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. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the FSFSA in support of the grievance and written responses to it. 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. ~~(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

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~be scheduled as soon as feasible, but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances.~~

(d) 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 witness who has not been timely identified on the witness list may not testify at the hearing. 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.

~~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.~~

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

(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

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing may be conducted by telephone upon 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 (6)(c) of this Article to conduct a hearing on the substantive issue(s).

~~Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b), above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of 5(b) of this Article to conduct a hearing on the substantive issue(s).~~

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

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

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:

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 pay for the period between the original hearing date or the end of the five-month period described in (6)(c), above, whichever is later, and the rescheduled date.

(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.  
~~A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).~~

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

(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 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 actual knowledge of the occurrence giving rise to the grievance.

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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 actual knowledge of the occurrence 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 event giving rise to the grievance.  
~~Such grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B, within 15 days following the actual knowledge of the occurrence giving rise to the grievance.~~

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

**Article 16**  
**VACANT**

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FSFSA**

---

Michael Brennan  
President and Chief Negotiator

---

Date

## **ARTICLE 16 SENIORITY**

### **SECTION 1 – Definition**

For the purpose of this Agreement, “seniority” shall be defined as continuous service in the broadband level; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

### **SECTION 2 – Seniority Application**

Except under extraordinary circumstances, vacations and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the Association understand that there may be times when the needs of the agency will not permit such scheduling.

### **SECTION 3 – Vacation and Holiday Leave**

Where practicable, requests for leave of 40 contiguous hours or more, or for holidays, shall be requested at least 60 days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

### **SECTION 4 – Step Plans to Provide Seniority**

Step plans shall be established for each job class of the FSFSA. In utilization with pay band scales for the provided job classes, they shall be divided into a minimum of five (5) sections with steps provided over a yearly service time out to thirty (30) years with a minimum of \$2500.00 between the step provisions. Employees shall be provided with an increase to pay for each year of service within the pay band scale to include educational and job specific training for each position to be established by committee between the agencies and the FSFSA.

**Article 18**  
**LEAVES OF ABSENCE**

**SECTION 1 – Leaves**

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees.

**SECTION 2 – Association Activities**

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

**SECTION 3 – Personal Holiday**

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

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**SECTIONS 1 – 3 Status Quo**

**SECTION 4 – GRIEVANCE LEAVE**

FSFSA employees shall be provided grievance leave of 3 full shifts to allow for adequate means to attend and handle affairs needed.

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

**SECTION 1 – On-Call**

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off-duty period. The employee must leave work 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.

(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.

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

**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.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FSFSA**

---

Michael Brennan  
President and Chief Negotiator

---

Date

## **Article 24**

### **ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY**

#### **SECTION 1 – *Status Quo***

#### **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 the amount of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), Florida Administrative Code.

#### **(B-C) *Status Quo***

#### **SECTIONS 3 – 4 *Status Quo***

**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 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 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 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 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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 2020-2021 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency shall authorize ~~to grant~~ merit pay increases for each job class within the FSFSA 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 – Competitive Pay Adjustments**

1.) In accordance with the authority provided in the Governor's recommendations for Section 8 of the General Appropriations Act, effective July 1, 2020, the State of Florida shall grant competitive pay adjustments of \$2500.00 to the base rate of pay of all employees filling firefighter positions in the following classes which were not provided recognition in the 2018-19 provision:

1. Fire Protection Specialist (Code 8804)
2. Field Representative Supervisor (Code 1366)
3. Field Representative (Code1360)
4. Fire College Instructor Supervisor (Code 1364)
5. Fire College Instructor (Code 1362)
6. Fire Protection Specialist (Code 8804)
7. Field Representative Supervisor (Code 1366)
8. Field Representative (Code1360)
9. Fire College Instructor Supervisor (Code 1364)
10. Fire College Instructor (Code 1362)

2.) Effective July 1, 2020, the State of Florida shall grant competitive pay adjustments of eight percent to all bargaining unit positions base rate of pay to include a 2 percent increase for each five years of service to establish proper seniority for all job classes.

**Article 26**  
**UNIFORMS, EQUIPMENT & AWARDS**

**SECTION 1 – Uniform Allowance<sup>1</sup>**

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.

---

<sup>1</sup> “Uniforms” language was removed from Article 27 and moved to Article 26. Article 27 was then repurposed for “Insurance Benefits”.

**For the State**

**For the FSFSA**

---

Michael Mattimore  
State’s Chief Labor Negotiator

---

Michael Brennan  
President and Chief Negotiator

---

Date

---

Date

**SECTION 5– Recognition Awards**

The state may grant awards, certificates and other 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.

**For the State**

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

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Michael Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

**ARTICLE 26**  
**EQUIPMENT, CLOTHING, & AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment required as part of the employees job duties shall be provided by the Agency for use at no cost to the employee.

- (A) Where handheld radios are provided, they shall be suitable for firefighting use.
- (B) Shield or Star style badges shall be provided to employees. Collar brass will continue to be issued per agency policy where applicable.
- (C) Name tags or identification shall continue to be standard issue per agency policy
- (D) Employees will be permitted to wear Paramedic, EMT, award recognition, Union, and organizational pins. The Union pin shall be no larger than one (1) inch in diameter.
- (E) Employees will be permitted to wear work t-shirt with Agency Designation design with Local S-20 permitted to be displayed below when not engaged in activities which require Full Uniform service. T-shirts shall be provided by FSFSA at request of members.

**SECTION 2 – Clothing Allowance**

- (A) FSFSA employees who are currently required to wear uniforms in the Department of Agriculture and Consumer Services Florida Forest Service, Department of Children and Families State Hospital, and Department of Military Affairs shall have a uniform purchase and boot allowance pursuant to the agency's uniform policy which shall provide for cost increases to required uniform or boot items.
- (B) All non-uniformed employees shall receive a clothing allowance in the amount of \$500.00 annually.

**SECTION 3 – Award**

When an employee retires under any provision of the Florida Retirement System, including medical disability retirement, the employee shall be presented his badge and an identification card clearly marked "RETIRED" as provided in section 112.193, Florida Statutes.

**SECTION 4 – Award Program**

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

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20, 25 and 30 years of service.
- (D) Upon normal retirement, an identification card and badge

**ARTICLE 29**  
**HEALTH & WELFARE**

**SECTIONS 1-4 (Status Quo)**

**SECTION 5 – Personnel Cancer Safety**

In order to promote safety from cancer exposure and prevent cancer advancement from exposures for FSFSA employees, the state shall guarantee that each employee is provided the opportunity to receive an Life Scan or comparative review at least once every twelve (12) months, at no cost to the employee. Training shall be provided to each employee for the purpose of familiarization and preventative measures to be taken to limit the exposure to cancer causing agents. Decontamination procedures to be established and utilized to remove cancer causing means to include cleaning of exposed items. Contaminated clothing shall be properly cleaned by recognized means by which the employee shall not expose them or others to cross contamination at no cost to the employee.

**SECTION 6 – Equipment Replacement**

Agencies where equipment have been provided as part of the facilities construction and operation or for the maintenance of safety equipment utilized by the employees shall be repaired or replaced when the equipment is found to be inoperable.

**The Florida State Fire Service Association - CBU 11 Wage Proposals**  
**Fiscal Year 2020-2021**

Union/Issue	Estimated Cost	Comments
<b>Article 24</b> - Increase the on-call additive paid from \$1 per hour to \$2 per hour.	\$278,250	PeopleFirst provided a listing of employees in CBU 11 that received the \$1 on-call additive in FY 2018-19. A total of 209,006 hours received the additive (all within DACS). The estimated cost was derived by adding the \$1 per hour additive increase, plus an approximate \$69,243 FICA/retirement impact.
<b>Article 25, Section 5, 1.)</b> - Grant a competitive pay adjustment of \$2,500 to the base rate of pay for all employees filling firefighter positions in the following class codes: 8804, 1366, 1360, 1364, and 1362.	\$176,494	Downloaded all positions in CBU 11 that were transferred from PeopleFirst into LAS/PBS on 10/16/19. Calculated the \$2,500 increase for all FTE (both filled and vacant) in the class codes indicated (there were no FTE in the 1362 class code). There were 60 FTE impacted. Amount includes applicable retirement/FICA impacts.
<b>Article 25, Section 5, 2.)</b> - Grant a competitive pay adjustment of 8% to all bargaining unit positions base rate of pay to include 2 percent increase for each five years of service.	\$3,033,451	Using the download above, calculated a new base rate of pay for those impacted by the \$2,500 pay increase. Used the "Continuous Service Date" available in PeopleFirst to calculate the years of service as of July 1, 2020. For those with 4 or fewer years as of that date, calculated an increase of 8%; for those with 5-9 years, calculated an increase of 10%; for those with 10-14 years, calculated an increase of 12%; etc. This continued until those employees with 35-36 years of service received 22%. There were 596 FTE impacted. Amount includes applicable retirement/FICA impacts.
<b>Article 16, Section 4:</b> Proposes that step plans be established for each job class of the FSFSA. The steps shall be divided into a minimum of five (5) sections with steps provided over a yearly service time out to thirty (30) years with a minimum of \$2,500 between the step provisions. Employees shall be provided with an increase to pay for each year of service within the pay band scale to include educational and job specific training for each position to be established by committee between the agencies and the FSFSA.	Indeterminate	Need a proposed step plan in order to calculate fiscal impacts. In addition, also need information regarding educational and job specific training attained for each employee.
<b>Article 26, Section 2:</b> Provides that all non-uniformed employees shall receive a clothing allowance in the amount of \$500 annually.	\$32,295	Downloaded all positions in the class codes provided (1362, 1364, 1360, 1366, and 8804) that were transferred from PeopleFirst to LAS/PBS as of 12/16/19. There were no positions in the system for class code 1362 - Fire College Instructor. Calculated a \$500 increase allowance for the 60 FTE downloaded. Amount includes FICA impact.
As of: 12/16/19		

**PBA – Florida Highway  
Patrol Unit**

The State and the Florida Police Benevolent Association – Highway Patrol Unit have tentatively agreed to revisions for the following articles:

Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion  
Article 11 – Classification Review  
Article 13 – Safety  
Article 14 – Performance Review  
Article 26 – Uniforms and Accessories  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 35 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain status quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 8 – Workforce Reduction  
Article 12 – Personnel Records  
Article 15 – Seniority  
Article 16 – Employment Outside State Government  
Article 17 – Grooming Standards  
Article 19 – Personal Property – Replacement and/or Reimbursement  
Article 20 – Training and Education  
Article 21 – Compensation for Temporary Special Duty in Higher Level Position  
Article 22 – Vacant  
Article 29 – Drug Testing  
Article 30 – No Strike  
Article 31 – State Personnel System Rules  
Article 32 – Management Rights  
Article 33 – Entire Agreement  
Article 34 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement:

Article 5 – Employee Representation and PBA Activities  
Article 6 – Grievance Procedure  
Article 7 – Internal Investigations  
Article 10 – Disciplinary Actions  
Article 18 – Hours of Work, Leave and Job-Connected Disability  
Article 23 – Equipment  
Article 24 – On-Call Assignment – Call-Back – Court Appearance  
Article 25 – Wages

A copy of the current Florida Police Benevolent Association – Florida Highway Patrol Unit contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146887/979118/PBA-Florida\\_Highway\\_Patrol\\_Unit\\_FY\\_2019-2020\\_Reopener\\_to\\_2017-2020\\_Agreement\\_-\\_CLEAN\\_for\\_Posting\\_\(10-9-19\).pdf](https://www.dms.myflorida.com/content/download/146887/979118/PBA-Florida_Highway_Patrol_Unit_FY_2019-2020_Reopener_to_2017-2020_Agreement_-_CLEAN_for_Posting_(10-9-19).pdf)

**Florida Police Benevolent Association**  
**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
Appendices	11/4/19: No Proposal.  11/22/19: No Proposal.  12/3/19: No Proposal.  12/19/19: Appendix A revised to accurately reflect classes covered by this Agreement.	11/4/19: No Proposal.  11/22/19: No Proposal.  12/3/19: No Proposal.  12/19/19: Appendices B and C will be reworked to address situation where a grievant may belong to the unit but choose representation other than the PBA during the grievance/arbitration process.	12/19/19: Appendices A, B, and C TA'd



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
2 – Gender Reference	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
3 - Vacant	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
4 - No Discrimination	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd





**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>5 - Employee Representation and PBA Activities (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>11/22/19: State countered union's 11/4/19 proposal with SQ in Sections 1 - 4.</p> <p>State's counter included reduction in consultation meetings from once a month to once per quarter, which brings language in line with other unit contracts.</p> <p>State's proposal also includes language addressing scheduling constraints for face-to-face consultation meetings and adds language allowing for virtual meetings. New language also states an employee's work time for a consultation shall not exceed eight hours.</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>11/22/19: The union countered the State's 11/22/19 proposal with the following additions: In Section 3, the union added that if "any member requests that a representative be present at a meeting with management that may result in discipline, the member shall be afforded a reasonable time frame to secure a representative prior to the scheduling of the meeting.</p> <p>Also added was that "A memo, directive or I-Learn that has not been placed in the policy manual will expire after six months".</p> <p>(continued below)</p>	

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - Employee Representation and PBA Activities (continued)	<p>(continued from above)</p> <p>Proposal in Section 10 strikes "reasonable timeframe" and replaces it with 14 days, which now requires the PBA to request impact bargaining over changes to policies within 14 days of receipt of a policy.</p> <p>State agrees to revise academy access, providing 45 minutes rather than 30.</p> <p>12/19/19: State modified its counter to include additional language in response to the union's proposal. The revision is in Section 11 and specifies "no other representative of an employee organization as defined in 447.203, F.S., is authorized to make a presentation during basic recruit class time."</p>	<p>(continued from above)</p> <p>Section 11 - The Union proposes that the time allotment for FPBA academy presentations be increased from 30 to 45 minutes. Additionally, the Union proposes striking the language that prohibits the utilization of academy presentation time to be used to obtain executed applications for membership or dues deductions. Lastly, the Union proposes updating this section to state that DHSMV will only allow the recognized elected union members access to the academy.</p>	



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above) Adds language to stipulate that 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 and that 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. Further adds that if the mediation is unsuccessful in resolving the grievance, the Union 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.		(continued from above)  Access to the Step 3 Grievance email inbox will be granted to the DMS Labor Relations Team and ensure the timely acknowledgement of receipt of grievances and response. Presently, Step 3 Grievances are received by the Office Manager of the General Counsel and forwarded to the 2 Labor Relations/Human Resources Consultants of the HRM Labor Relations Team.  By placing the responsibility of scheduling arbitration hearings with the arbitrator, it will remove the "middle person", (i.e., Arbitration Coordinator), save time and provide for a more efficient process.



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  The new language includes a provision for an extension of time/continuance based on unusual and compelling circumstances.  Revises Arbitration procedures in Section 3(H)(5) to include the following and developing new procedures:  - a new and more efficient method in which to appeal and file Step 3 grievances for arbitration;  - removes all references to the arbitration coordinator scheduling arbitration hearings and placing the process with the arbitrator;  (continued below)		A new email inbox was developed and adopted as an official method for appealing and filing of grievances to arbitration.  By placing the responsibility of scheduling arbitration hearings with the arbitrator, it will remove the "middle person", save time and provide for a more efficient process.  The Arbitration Coordinator's current active involvement in the scheduling of arbitrations unnecessarily delays the scheduling of hearings leading to additional back pay costs if an employee is reinstated.



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises and clarifies processes of class action grievances in Section 5(B)(3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.		

















**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 – Internal Investigations (continued from above)	(continued from above)  12/19/19: State's proposal incorporates union language in (C) increasing amount of time to review all written statements and recordings made by the complainant and witnesses from one to at least two hours. Proposes that remainder of article language remains status quo.  1/6/20: No Proposal.	(continued from above)  12/19/19: No Proposal  1/6/20: The Union revised their proposal to add "criminal" to false allegations in (B).	
8 - Workforce Reductions	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<p>11/4/19: State's proposal includes changes to request process, defining specific area as "troop and county combinations" rather than counties, duty station, and/or shifts. Proposal also includes date that requests become "active" for consideration as the first day of the month following the month of submission.</p> <p>State's proposal also included revisions to the promotional process, narrowing the window for requests to the first day of the calendar year to March 1 of same year. The State also inserted language surrounding the selection of the promotional interview panel, requiring the PBA to submit the third panel member's name no later than March 1.</p>	11/4/19: No Proposal.	11/22/19: TA'd (Union tentatively agreed to State's Proposal of 11/4/19)

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 – Disciplinary Action	11/4/19: No Proposal.  11/22/19: No Proposal.  12/19/19: No Proposal.  1/6/20: Status Quo	11/4/19: (E) The Union proposes revising this provision to state that letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns and are not discipline. The union proposal strikes current language which allows for such documentation to be used by parties at administrative hearings involving employee discipline.  11/22/19: No Proposal.  12/19/19: No Proposal.  1/6/20: No Proposal.	Currently, state personnel system agencies use letters of counseling or counseling notices during administrative hearings to document for the record the employee's consistent behavior concerning certain conduct or rule violations. To remove this from consideration during an administrative hearing limits an agency's ability to accurately paint a picture of an employee's history of violations.



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review (continued from above)	(continued from above)  Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.		

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 – Personnel Records	11/4/19: Status Quo	11/4/19: No Proposal	11/4/19: TA'd



**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Safety (continued from above)		(continued from above)  (F) - The Union proposes that all matters related to new purchases (e.g., equipment, vehicles, etc.) and safety improvements to existing vehicles and other matters relating to safety which affect bargaining unit members shall go before the Safety Committee.	
14 – Performance Review	11/4/19: State proposed striking section 3. Evaluations upon graduating from recruit school is no longer agency practice.	11/4/19: No Proposal.	11/4/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 – Seniority	11/4/19: No Proposal  12/19/19: Status Quo	11/4/19: Section 1 - The Union proposes adding language to this section so that a "break in service" does not apply to anyone who returns to full time status in the "expedited process."	12/19/19: TA'd (Union tentatively agreed to State's Proposal of 12/19/19.)
16 – Employment Outside State Government	11/4/19: No Proposal.  12/19/19: Status Quo	11/4/19: Section 3(B) - The Union proposes striking this provision which states that scheduling off-duty police employment shall be at the discretion of the agency.	12/19/19: TA'd (Union tentatively agreed to State's Proposal of 12/19/19.)
17 – Grooming Standards	11/4/19: Status Quo	11/4/19: No Proposal.	12/19/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 – Hours of Work, Leave and Job-Connected Disability	11/4/19: No Proposal	<p>11/4/19: Section 1(B) - The Union proposes adding language to this section stating that employees shall not be forced to adjust their time with regard to FSLA time or payment when they work hours beyond their normal schedule. The union proposes striking language allowing the state to adjust an employee's schedule to offset work hours beyond their normal schedule provided certain notice requirements are met.</p> <p>Section 3(A) - The Union proposes increasing the number of days that the agency must provide notice of a change in workdays or shifts from 14 to 21 calendar days.</p>	

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job- Connected Disability (continued from above)		(continued from above)  Section 5(A) - The Union proposes that both the agency and the Union shall determine the number of hours in the work period (40, 80, or 160 hours).  Section 9(B)(1) - The Union proposes adding language to this provision to provide that employees who are accidentally injured (presently the provision only covers employees who are maliciously or intentionally injured) also be carried in full-pay status (admin leave) for the duration of the disability and not be required to use accrued leave.  (continued below)	(continued from above)

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>18 - Hours of Work, Leave and Job-Connected Disability (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>11/22/19: State's proposal included striking Section 2 - Non-Required Work Time, and revises language in new Section 4 related to working emergency situations and pay upon returning to normal assignments. New language prohibits the Department from compelling an employee's use of leave in an attempt to offset overtime earned while assigned to the emergency area or mission related to the emergency, unless the employee has worked 13 consecutive days. Leave use may be compelled after 13 consecutive days by requiring one regular day off upon employee's return to normal assignment and scheduling.</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>11/22/19: No Proposal.</p>	<p>(continued from above)</p> <p>During emergency situations, officers called to duty are generally working long shifts (up to 16 hours). The state proposes new language concerning the accrual and use of special compensatory leave during emergency situations in an attempt to ensure officers stay safe and are not overworking. In this situation, the required regular day off would only occur when the officer has worked 13 consecutive days.</p>

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued from above)	(continued from above) State proposal strikes language in old section 7 relating to past special compensatory leave use, prior to pay-go process. State proposal also adds language to old section 7 requiring payout of special compensatory leave upon transfer to another CBU.		(continued from above) The State's proposed language requires agencies to pay out special compensatory leave accrued under the Pay As You Go provisions when employees leave the collective bargaining unit (CBU). Timely payment when employees leave the CBU will help agencies comply with provisions in this article and section. The union did not verbally oppose these revisions during negotiations.

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
19 – Personal Property – Replacement and/or Reimbursement	11/4/19: No Proposal. 11/22/19: No Proposal. 12/4/19: No Proposal. 12/19/19: Status Quo.	11/4/19: The Union proposes an increase in maximum reimbursement amounts for watches (from \$75 to \$150); prescription glasses (\$200 to \$300); and the maximum total allowable per incident (from \$500 to \$3000).	12/19/19: TA'd (Union tentatively agreed to State's Proposal of 12/19/19.)
20 – Training and Education	11/4/19: Status Quo.	11/4/19: No Proposal.	11/4/19: TA'd
21 – Compensation for Temporary	11/4/19: Status Quo.	11/4/19: No Proposal.	11/4/19: TA'd
22 – Vacant	11/4/19: Status Quo.	11/4/19: No Proposal.	11/4/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 – Equipment	11/4/19: No Proposal.  11/22/19: No Proposal.  12/4/19: No Proposal.  12/19/19: No Proposal.  1/6/20: Union proposal under review. Response to be provided.	11/4/19: Section 2 - The Union proposes adding new language to this provision to state that the State will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or Safety of bargaining unit employees and will be adequately maintained.	The state currently operates in this manner and there have been no specific incidents noted that would provide cause for concern or justification for revising current contract language on this issue.
24 – On-Call Assignment – Call-Back – Court Appearance	11/4/19: No Proposal.  11/22/19: No Proposal.  12/4/19: No Proposal.  12/19/19: No Proposal.  1/6/20: Union proposal under review. Response to be provided.	11/4/19: Section 4 - The Union proposes that when an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of four (4) hours (up from two and one-half), whichever is greater.	OPB costing for this proposal is "indeterminate".  The state believes that 2.5 hours are sufficient. Many court appearances are completed well under the 2.5 hour minimum.

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages	<p>11/4/19: No Proposal</p> <p>11/18/19: Wage proposal provided pursuant to Governor's Recommended Budget for FY 2020-21.</p> <p>In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2020-2021, 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.</p>	<p>11/4/19: The PBA proposes the following pay increases for bargaining unit employees to occur on 7/1/2020. Employees with:</p> <ul style="list-style-type: none"> <li>•4 to 7 years of Service – 3% increase to base rate of pay;</li> <li>•8 to 11 years of service – 5% increase to base rate of pay;</li> <li>•12 to 15 years of service – 7% increase to base rate of pay; and</li> <li>•16 years of service and up – 9% increase to base rate of pay.</li> </ul> <p>Additionally, the PBA proposes that on 9/1/2020, the starting pay for troopers be increased by \$5,000.00 from \$41,917.56 to \$46,917.56.</p>	<p>11/19/19: OPB costing estimate of Union proposal for a pay increase based on years of service as of June 30, 2020 to be \$5.4 Million.</p> <p>OPB costing estimate of Union proposal for a \$5,000.00 increase to the starting pay for troopers to amount to \$3.7 Million.</p>

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	<p>(continued from above)</p> <p>Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>In accordance with Section 8 of the Governor's Recommended 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, F.A.C.</p>		

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  In accordance with Section 8 of the Governor's Recommended 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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.		
26 – Uniforms and Accessories	11/4/19: State proposal strikes requirement for state's feasibility study of replacing uniforms with wash and wear uniforms.  State's proposal also agrees to union's request for striking cross-draw holster language.	11/4/19: Section 2(B) - The Union proposes revising this section to state that employees will be issued a strong-hand holster.	11/4/19: TA'd (Union tentatively agreed to State's Proposal of 11/4/19.)

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	<p>11/4/19: No Proposal</p> <p>11/22/19: In accordance with Section 8 of the Governor's Recommended 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.</p>	11/4/19: No Proposal	11/22/19: TA'd
28 - Travel Expenses	<p>11/4/19: No Proposal</p> <p>11/22/19: State proposal revises the first paragraph to reflect that "Travel" expenses shall be paid for authorized travel ... as provided in section 112.061, Florida Statutes.</p> <p>State also revises where vouchers are to be submitted and removes all other language which is already provided for in section 112.061, F.S.</p>	11/4/19: No Proposal.	11/22/19: TA'd
29 - Drug Testing	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
30 - No Strike	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
31 – State Personnel System Rules	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
32 - Management Rights	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
33 - Entire Agreement	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd
34 - Savings Clause	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd

**Florida Highway Patrol Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	<p>11/4/19: No Proposal</p> <p>11/22/19: State counter proposal provides Article 25-Wages, Article 27-Insurance Benefits, and any other three articles as reopeners subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Contract prior to the expiration date of this Contract, the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.</p>	<p>11/4/19: Section 1 - The Union proposes that the Agreement remain in full force and effect through the 30th day of June 2021. Additionally, the Union proposes the elimination of restrictions on how many articles each party can open in reopener years.</p>	<p>11/22/19: TA'd (Union tentatively agreed to State's Proposal of 11/22/19.)</p>
36 – Awards	11/4/19: Status Quo	11/4/19: No Proposal.	11/4/19: TA'd

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

**SECTION 1 – Definitions**

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

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

**SECTION 2 – Representation**

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

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

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

**SECTION 3 – Representative Access**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Documents**

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

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

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

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

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

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

**SECTION 5 – Consultation**

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once ~~in each calendar month~~ per quarter, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the DHSMV and the PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. In an attempt to alleviate scheduling constraints, and to limit travel that may otherwise be required of participants, the parties agree to make reasonable efforts to utilize available telecommunication applications to conduct consultation meetings. 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. An employee's work time for this purpose shall not exceed eight hours for a consultation. Attendance at the consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

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

**SECTION 6 – Bulletin Boards**

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

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

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

- (1) Recreation and social affairs of the PBA;
- (2) PBA meetings;

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

**SECTION 7 – Employee Lists**

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

(B) It is the state's policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 8 – Occupational Profiles and Rules Maintained**

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

**SECTION 9 – Negotiations**

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

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee’s regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per Florida Highway Patrol region shall attend a single day session.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

---

Date

---

Date

**SECTION 10 – Changes to Policies**

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

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining, provided that the PBA makes a request ~~in a reasonable timeframe~~ within 14 days of receipt of the policy. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

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

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

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

**SECTION 11 – Academy Access**

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than ~~30~~ 45 minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction. No other representative of an employee

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

organization as defined in 447.203(11), Florida Statutes, is authorized to make a presentation during basic recruit class time.

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

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

**SECTION 1 – Definitions**

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

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

**SECTION 2 – Representation**

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

(B) The PBA shall select a reasonable number of PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

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

**SECTION 3 – Representative Access**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Documents**

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

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

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

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

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

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

**SECTION 5 – Consultation**

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once ~~in each calendar month~~ per quarter, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the DHSMV and the PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. In an attempt to alleviate scheduling constraints, and to limit travel that may otherwise be required of participants, the parties agree to make reasonable efforts to utilize available telecommunication applications to conduct consultation meetings. 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. An employee's work time for this purpose shall not exceed eight hours for a consultation. Attendance at the consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

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

## **SECTION 6 – Bulletin Boards**

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

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

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

- (1) Recreation and social affairs of the PBA;
- (2) PBA meetings;

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

---

Date

---

Date

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

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

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

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

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

### **SECTION 7 – Employee Lists**

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

(B) It is the state's policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

---

Date

---

Date

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

### **SECTION 8 – Occupational Profiles and Rules Maintained**

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

### **SECTION 9 – Negotiations**

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

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee’s regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per Florida Highway Patrol region shall attend a single day session.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

---

Date

---

Date

**SECTION 10 – Changes to Policies**

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

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining, provided that the PBA makes a request ~~in a reasonable timeframe~~ within 14 days of receipt of the policy. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

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

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

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

**SECTION 11 – Academy Access**

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than ~~30~~ 45 minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator - Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean 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, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 to Arbitration shall not establish a precedent binding on either the PBA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

**(1) Step 1.**

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

---

Date

---

Date

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**(2) Step 2.**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

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

(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, and is not resolved at Step 2, the PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in section 3(F)(6), 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 designated representative may appeal the grievance by submitting it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2,

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative 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.

(b) If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA 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~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~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)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.~~

**(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 or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the PBA 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 PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step,~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~the PBA declined to represent the grievant because he was not a member of the PBA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance. The 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](mailto:arbitration.coordinator@dms.myflorida.com); or by personal service or facsimile.~~

(b) The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the PBA in support of the grievance and written responses to it-. If the grievant is not represented by the PBA, 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

~~The arbitrator shall be one person from a panel of at least six arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.~~

(c) At least ~~fifteen~~ 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 witness who has not been timely identified on the witness list may not testify at the hearing. A party may file a written request with

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).~~

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

1. ~~The arbitrator shall issue-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.~~
2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
3. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.
5. The arbitrator shall be without power or authority to make any decisions that are:

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

a. An award 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, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

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

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

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript, ~~and provide a photocopy to the arbitrator.~~ 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 (g), above. ~~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).~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 4 – Time Limits**

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

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

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

**SECTION 5 – Exceptions**

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

(B) All grievances will be presented at Step 1 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 10(F) 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 employee knew or should have known of the event giving rise to the grievance.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(3) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. ~~The PBA shall identify on the class action grievance form~~ shall identify the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure 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.

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

**SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to ~~PBA may request~~ expedited arbitration of a grievance. ~~Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.~~

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) ~~—The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(5), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.~~

~~The arbitrator is designated by rotation from the list of permanent arbitrators.~~

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(5) of this procedure shall be applicable.

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

**Article 7**  
**INTERNAL INVESTIGATIONS**

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of an internal investigation, the investigative methods employed will be consistent with the law (including but not limited to section 112.532, F.S.) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the state will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given 48 hours to contact, consult with, and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses at least ~~one~~ two hours prior to the commencement of the interview in accordance with section 112, F.S. In the event the written statement or recordings are such that additional review time is warranted, the employee may request, and be granted, additional time unless the request is made for the purposes of delay. Pursuant to section 112.533, F.S., the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an employee shall comply with the provisions of section 112.532, F.S. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Chapter 60L-34, F.A.C.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within 45 days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed 120 days without the approval of the Agency Head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The state will make a good faith effort to train persons who investigate charges against employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 7**  
**INTERNAL INVESTIGATIONS**

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of an internal investigation, the investigative methods employed will be consistent with the law (including but not limited to section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the employee will be notified by the state if a non-criminal complaint has been made against the employee and the state will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint. The State agrees to review and seek criminal prosecution against a complainant who is found to have made and sworn to any false criminal allegation against an employee. Individual employees will not be discouraged by the department from seeking their own legal remedies.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given 48 hours to contact, consult with, and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses ~~at least one hour~~ for a minimum of two hours prior to the commencement of the interview in accordance with section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request, and will be granted, additional time. ~~unless the request is made for the purposes of delay.~~ Pursuant to section 112.533,

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an employee shall comply with the provisions of Florida Statutes, section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Chapter 60L-34, Florida Administrative Code. The agency agrees to provide in writing to the employee why it is essential to place an employee on administrative leave. No employee will be placed on administrative leave for an administrative investigation unless it will affect his or her ability to preform their job duty's.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded and not sustained findings shall not be inserted in permanent personnel records or referred to in performance reviews. This will include all OIG records.

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

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

(K) The state will make a good faith effort to train persons who investigate charges against employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

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

(M) From the time that a complaint has been received by the department to the end of the grievance procedures, any and all interviews, discussions, and disciplinary hearings shall be recorded for accountability.

(N) All interrogations of an employee will be conducted by a full-time Law Enforcement Officer and not by a contracted employee. No interrogation will be conducted by a retired member of the department.

(O) A complaint by a member of the agency against anyone in the OIG office will be investigated by BCII.

(P) The State through the department, agree not to prejudice an employee from promotional or transfer opportunities based on a disciplinary action of suspension under appeal. If a bargaining unit member has a promotional opportunity delayed solely due to an ongoing departmental investigation, and the employee is later cleared of any State, departmental or criminal violation through an investigative finding of exonerated, unfounded, not sustained, arbitration decision the employee shall be retroactively promoted. The retroactive period, to include seniority in rank and backpay, shall not exceed two years from the date the employee is cleared, regardless of the expiration of the applicable promotional list.

(Q) It shall be the policy of the state and the PBA to encourage informal discussions of complaints between management and employees as well as between supervisors and employees. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without the need for formal investigation.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 10**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

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

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

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

(F) If filed within 21 calendar days following the date of receipt of notice from the DHSMV, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), F.S. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. The DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the DHSMV in making its decision. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

---

Date

---

Date

leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 2.

**For the State**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Date

**For the PBA**

---

George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

---

Date

## Article 10 DISCIPLINARY ACTION

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

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

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

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

(F) If filed within 21 calendar days following the date of receipt of notice from the DHSMV, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. The DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the DHSMV in making its decision. If the employee does not have sufficient special compensatory

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 2.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

George J. Corwine  
Chief Negotiator

---

Date

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

The Parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34 of the F.A.C., including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

**SECTION 1 – Workday, Work Period**

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

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

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

**SECTION 2 – ~~Non-Required Work Time~~**

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

**SECTION 3 ~~2~~ – Work Schedule**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**SECTION 4-3– 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 5-4– Overtime**

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

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Rule 60L-34, F.A.C., ~~provided, however, that including~~ when an emergency is declared by the Governor and an employee is assigned to an emergency area described in the Governor’s Executive Order or to a mission related to the emergency shall be subject to a 40-hour workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. However, upon the employee’s return to normal assignments and scheduling following an assignment to an emergency area or a mission related to the emergency, the employee shall not be compelled by the Department to use leave for the purpose of offsetting overtime earned while

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

assigned to the emergency area or mission related to the emergency, unless the employee has worked 13 consecutive days. If the employee has worked 13 consecutive days, the Department will have the discretion to compel leave within the remainder of the work period by requiring one regular day off upon the employee's return to normal assignments and scheduling. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Rule 60L-34, 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, which the state agrees to comply with.

**SECTION ~~6~~5– FLSA Compensatory Leave**

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

(1) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

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

(c) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Rule 60L-34, F.A.C., and Article 18, Section 54(B) of the Agreement.

**SECTION 7 6 – Special Compensatory Leave**

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

~~(II) — Special Compensatory Leave through October 31, 2019~~

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

~~(B) — Use of Special Compensatory Leave:~~

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

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.~~

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

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

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

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

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

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

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

(a) Regular compensatory leave credits.

(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.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(2) Compelled Use of Special Compensatory Leave Credits. An employee may only be required to reduce special compensatory leave credit balances earned on or after November 1, 2019.

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

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

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

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)1. and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) When an employee separates, transfers to another agency, or transfers to another pay plan, the agency shall pay the employee for unused special compensatory leave credits in accordance with Rule 60L-34.0044, F.A.C. When the employee transfers to another collective bargaining unit, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

**SECTION 8 7 – Sick Leave Pool and Sick Leave Transfer**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 9 8– Disability Leave with Pay**

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

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

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

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

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

**SECTION 10 9 – Alternate Duty**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator – Florida Highway Patrol Unit

---

Date

---

Date

## **Article 18**

### **HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY**

The Parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34 of the Florida Administrative Code, including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

#### **SECTION 1 – Workday, Work Period**

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

(B) Where an employee works hours in excess of their regular schedule, the employee will have the choice to choose payment or FSLA time during the work period and no employee shall be forced to adjust their time. ~~the state has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight-hour increments.~~

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

#### **SECTION 2 – Non-Required Work Time**

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

#### **SECTION 3 – Work Schedule**

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than ~~14~~ 21 calendar days in advance and will reflect at least a two (2) work-week schedule; however, the state will make a good faith effort to reflect a one-month schedule.

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

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

#### **SECTION 4 – Rest Periods**

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

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

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

#### **SECTION 5 – Overtime**

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

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40 hour

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

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

**SECTION 6 – FLSA Compensatory Leave**

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

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

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Rule 60L34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

### **SECTION 7 – Special Compensatory Leave**

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

(B) Use of Special Compensatory Leave:

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

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

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

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

### **SECTION 8 – Sick Leave Pool and Sick Leave Transfer**

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

### **SECTION 9 – Disability Leave with Pay**

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

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

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

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent

**For the State**

**For PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

George J. Corwine  
Chief Negotiator

---

Date

---

Date

period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, Florida Administrative Code. The Department shall approve such requests that, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in fullpay status.

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

**SECTION 10 – Alternate Duty**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

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

**SECTION 1 – Definition**

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

**SECTION 2 – On-Call Additive**

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

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

**SECTION 3 – Call-Back**

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

**SECTION 4 – Court Appearances**

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

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
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 2020-2021, 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 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 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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

---

George Corwine  
Chief Negotiator - Florida Highway Patrol Unit

---

Date

---

Date

**Article 25**  
**WAGES**

**SECTION 1 – Term**

Pay shall be in accordance with the Fiscal Year ~~2018—2019~~ 2020 – 2021 General Appropriations Act and other provisions of state law.

**SECTION 1 – Competitive Pay Adjustments**

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

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

On June 30, 2020, the Troopers years of service will be determined by how many years they have on with Florida Highway Patrol. Then on July 1, 2020 the following increase in pay will be applied:

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

This will help fix the compression the agency has caused over the last couple of years by increasing the starting pay but not giving the increase to everyone in the CBA.

Then on September 1, 2020, the starting pay for troopers will be increased by \$5,000.00, from \$41,917.56 to \$46,917.56. This increase will help close the gap which other agencies start their

**For the State**

**For PBA**

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

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LEO beginning salaries. This \$5,000.00 increase will be giving to all members covered by the CBA so the increase in starting pay will not cause compression.

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

In accordance with the authority provided in the Fiscal Year ~~2018—2019~~ 2020 – 2021 General Appropriations Act, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 4 – Cash Payout of Annual Leave**

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

**SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year ~~2018—2019~~ 2020 – 2021 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
George J. Corwine  
Chief Negotiator

\_\_\_\_\_  
Date

**PBA - Florida Highway Patrol Collective Bargaining Unit (12)  
Fiscal Year 2020-21 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 1:</b> Pay increase based on years of service as of June 30, 2020.	\$5.4M	Downloaded all positions for CBU 12 that are transferred into LAS/PBS from PeopleFirst weekly. Used the Continuous Service Date field to determine the years of service as of June 30, 2020. Calculated a 3% pay increase for those with 4-7 years of service; a 5% increase for those with 8-11 years of service; a 7% increase for those with 12-15 years of service and a 9% increase for those with 16 years and greater years of service. Increases were applied to 1,241 FTE. Amount includes retirement/FICA impacts.
<b>Article 25, Section 1:</b> On September 1, 2020, increase the starting pay for troopers by \$5,000 (from \$41,917.56 to \$46,917.56).	\$3.7M	Using download from the calculation above, isolated those positions in Class Code 8030 (Florida Highway Patrol Trooper). Calculated a \$5,000 increase for vacant positions, and the difference between salary (after any increases from above) and the new starting salary of \$46,917.56. Estimated amount represents 75% of annual amount calculated. Increases were applied to 969 FTE (ranging from \$51.86 and \$5,000). Amount includes retirement/FICA impacts.
<b>Article 19:</b> Increases the amount of allowable reimbursement for the replacement of personal property.	Indeterminate	Would need additional data on how frequently the cost of watches, prescription glasses, and "other items" are replaced by DHSMV.
<b>Article 24, Section 4:</b> Increases the minimum number of hours an employee would be credited for if subpoenaed to appear as a witness in a court case that is not during the employee's regularly assigned shift.	Indeterminate	Would need additional data, including: how often the circumstances occur (how many times an employee is subpoenaed to appear not during their assigned shift) and how many hours those appearances require.

**PBA – Law  
Enforcement Unit**

The State and the Florida Police Benevolent Association – Law Enforcement Unit have tentatively agreed to revisions for the following articles:

Article 11 – Classification Review  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 35 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain status quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 8 – Workforce Reduction  
Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion  
Article 12 – Personnel Records  
Article 14 – Performance Review  
Article 15 – Seniority  
Article 16 – Employment Outside State Government  
Article 17 – Grooming Standards  
Article 20 – Training and Education  
Article 21 – Compensation for Temporary Special Duty in Higher Level Position  
Article 22 – Vacant  
Article 29 – Drug Testing  
Article 30 – No Strike  
Article 31 – State Personnel System Rules  
Article 32 – Management Rights  
Article 33 – Entire Agreement  
Article 34 – Savings Clause

The parties are at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement.

Article 5 – Employee Representation and PBA Activities  
Article 6 – Grievance Procedure  
Article 7 – Internal Investigations  
Article 10 – Disciplinary Action  
Article 13 – Safety  
Article 18 – Hours of Work, Leave and Job-Connected Disability  
Article 19 – Personal Property – Replacement and/or Reimbursement  
Article 23 – Equipment  
Article 24 – On-Call Assignment – Call-Back – Court Appearance  
Article 25 – Wages  
Article 26 – Uniforms and Accessories

A copy of the current Florida Police Benevolent Association – Law Enforcement Unit contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146905/979172/PBA-Law\\_Enforcement\\_Unit\\_FY\\_2019-2020\\_Reopener\\_to\\_2017-2020\\_Agreement\\_-\\_CLEAN\\_for\\_Posting\\_\(10-9-19\).pdf](https://www.dms.myflorida.com/content/download/146905/979172/PBA-Law_Enforcement_Unit_FY_2019-2020_Reopener_to_2017-2020_Agreement_-_CLEAN_for_Posting_(10-9-19).pdf)

**Florida Police Benevolent Association**  
**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
1 - Recognition	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd
2 – Gender Reference	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd
3 - Vacant	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd
4 - No Discrimination	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd



**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
5 - Employee Representation and PBA Activities (continued from above)	(continued from above)  11/14/19: No Proposal.  12/3/19: Union proposal under review. Response to be provided.	(continued from above)  Section 11 - The union also proposes an increase in the amount of time they are authorized to present before a law enforcement class. The presentation time increases from 30 to 45 minutes.  11/14/19: No Proposal.  12/3/19: No Proposal.	













**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises and clarifies processes of class action grievances in Section 5(B)(3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.		

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>7 – Internal Investigations</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/14/19: No Proposal.</p> <p>12/3/19: Union proposal under review. Response to be provided.</p> <p>(continued below)</p>	<p>10/8/19: (B) - The union proposes that anytime an allegation is made against an employee, the employee be notified. Additionally, the union proposes adding language to this provision stating that false allegations made against an employee be reviewed to determine if criminal prosecution against the complainant is warranted. Lastly, the union proposes the addition of language to ensure that employees are not discouraged, by the state, from seeking their own legal remedy against any individual(s) who is found to have made a false complaint against that employee.</p> <p>(continued below)</p>	<p>The state does not agree to the union's proposals concerning required criminal investigations. Current procedures in the Law Enforcement Bill of Rights are sufficient. The state will not object to or hinder the union's or individual employees' pursuit of criminal charges against individuals who falsely accuse troopers of illegal activities. This issue is best addressed through the Offices of the State Attorney, not through contract language.</p> <p>(continued below)</p>













**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Internal Investigations (continued from above)		(continued from above)  Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without the need for formal investigation.	
8 - Workforce Reductions	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd



**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 - Disciplinary Actions (continued from above)	(continued from above)  11/14/19: State counters with new language in (G) which states that "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". Proposes that remainder of article language remains status quo.  12/3/19: No Proposal.	(continued from above)  11/14/19: No Proposal.  12/3/19: No Proposal.	(continued from above)  An expiration on any form of counseling would prevent the state from using these actions as justification for higher-levels of discipline when supporting an agency's decision to take action against an employee for similar behavior occurring in the future.  Removing these types of actions from an employee's disciplinary file could potentially place an agency at risk of legal action if the noted behavior counseling document occurs in the future and it is perceived that the agency did not take action to correct it.



**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review (continued from above)	(continued from above)  Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.		
12 – Personnel Records	10/8/19: No Proposal.  11/14/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
13 – Safety	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	The state intends to offer status quo as the union has provided no new language for consideration.
14 – Performance Review	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd
15 – Seniority	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd
16 – Employment Outside State Government	10/8/19: No Proposal. 11/14/19: Status Quo. 12/3/19: Status Quo.	10/8/19: No Proposal. 11/14/19: No Proposal. 12/3/19: No Proposal.	12/3/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
17 – Grooming Standards	10/8/19: No Proposal.  11/14/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd





**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
19 – Personal Property – Replacement and/or Reimbursement	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: Union proposal under review. Response to be provided.	10/8/19: The union proposes to include "smart" watches and cellphones to reimbursable items. There is also an increase to authorized reimbursement amounts as follows: - Watch (includes "smart" watch) from \$75 to \$500 - Cell phone \$500 - Total allowable reimbursement increase from \$500 to \$3,000	
20 – Training and Education	10/8/19: No Proposal.  11/14/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd
21 – Compensation for Temporary Special Duty in Higher Level Position	10/8/19: No Proposal.  11/14/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
22 – Vacant	10/8/19: No Proposal.  11/14/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  11/14/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd
23 – Equipment	10/8/19: No Proposal.   11/14/19: No Proposal.  12/3/19: Union proposal under review. Response to be provided.	10/8/19: The union proposes new language that reads "Each agency shall make reasonable effort to ensure purchased equipment will not place employees' health or safety at risk, and that purchased equipment will be adequately maintained."  11/14/19: No Proposal.  12/3/19: No Proposal.	The state currently operates in this manner and there have been no specific incidents noted that would provide cause for concern or justification for revising current contract language on this issue.







**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued from above)	(continued from above)  In accordance with Section 8 of the Governor's Recommended 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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.		

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 – Uniforms and Accessories	<p>10/8/19: No Proposal.</p> <p>11/14/19: No Proposal.</p> <p>12/3/19: Union proposal under review. Response to be provided.</p>	<p>10/8/19: Section 2 - The union proposes to strike current language and add new language that states employees will be issued a strong-hand holster.</p> <p>11/14/19: No Proposal.</p> <p>12/3/19: No Proposal.</p>	The state has no objections to this proposal and intends to counter, accepting the union's language.

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	10/8/19: No Proposal  11/14/19: In accordance with Section 8 of the Governor's Recommended 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.	10/8/19: No Proposal  11/14/19: No Proposal.	11/14/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
28 - Travel Expenses	10/8/19: No Proposal.  11/14/19: State proposal revises the first paragraph to reflect that "Travel" expenses shall be paid for authorized travel ... as provided in section 112.061, Florida Statutes. State also revises where vouchers are to be submitted and removes all other language which is already provided for in section 112.061, F.S.	10/8/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd
29 - Drug Testing	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd
30 - No Strike	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd
31 – State Personnel System Rules	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
32 - Management Rights	10/8/19: Status Quo.	10/8/19: No Proposal.	
	12/3/19: Status Quo.	12/3/19: No Proposal.	12/3/19: TA'd
33 - Entire Agreement	10/8/19: Status Quo.	10/8/19: No Proposal.	
	12/3/19: Status Quo.	12/3/19: No Proposal.	12/3/19: TA'd
34 - Savings Clause	10/8/19: Status Quo.	10/8/19: No Proposal.	
	12/3/19: Status Quo.	12/3/19: No Proposal.	12/3/19: TA'd

**Law Enforcement Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 3, 2019**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	10/8/19: No Proposal.  11/14/19: State counter proposal provides Article 25-Wages, Article 27-Insurance Benefits, and any other three articles as reopeners subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Contract prior to the expiration date of this Contract, the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.	10/8/19: No Proposal.  11/14/19: No Proposal.	11/14/19: TA'd
36 – Awards	10/8/19: Status Quo.  12/3/19: Status Quo.	10/8/19: No Proposal.  12/3/19: No Proposal.	12/3/19: TA'd

ARTICLE 5  
SECTION 3-REPRESENTATIVE ACCESS

Add language at end of paragraph to include:

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 5  
SECTION 11-ACADEMY ACCESS

Where the agency operates its own Academy and conducts entry-level law enforcement training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry level law enforcement class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement and to describe the organization and benefits. The presentation will not last longer than 45 minutes, unless a longer period is agreed to by the PBA and the agency and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the agency head or designee.

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean 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, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to PERC, the grievant or the PBA shall elect at the outset which

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

procedure is to be used and such election shall be binding on the grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

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

**SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party’s

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 to Arbitration shall not establish a precedent binding on either the PBA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the PBA. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

**(1) Step 1.**

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

---

Date

---

Date

**(2) Step 2.**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

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

(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 PBA representative, or the grievant or grievant’s representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Article 6, Section 3(F)(6), 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 designated representative may appeal the grievance by submitting it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative 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.

(b) If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA 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)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**(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 or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the PBA 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 PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the grievant because he was not a member of the PBA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance. The appeal to arbitration shall be submitted to the Arbitration Coordinator at the following address: Office of the General Counsel, Department~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the FSFSA in support of the grievance and written responses to it. If the grievant is not represented by the PBA, 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

~~(b) The arbitrator shall be one person from a panel of at least six arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.~~

(c) At least ~~fifteen~~ 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 witness who has not been timely identified on the witness list may not testify at the hearing. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(e) 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 may 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 (5)(ba) of this Article to conduct a hearing on the substantive issue(s).~~(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator~~

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).~~

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

1. The arbitrator shall ~~issue~~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.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript, ~~and provide a photocopy to the arbitrator.~~ 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 (g), above. ~~The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).~~

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Time Limits**

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

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

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

**SECTION 5 – Exceptions**

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

(B) All grievances will be presented at Step 1 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 10(F) 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 employee knew or should have known of the event giving rise to the grievance.

(3) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA’s election to proceed under this Article shall preclude it from proceeding in another forum

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

on the same issue. ~~The PBA shall identify on the~~ ~~The class action grievance form shall identify the~~ specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure 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.

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

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

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(5)(e), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

~~The arbitrator is designated by rotation from the list of permanent arbitrators.~~

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(5) of this procedure shall be applicable.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Mario R. Theodore  
Assistant General Counsel and Chief Negotiator

---

Date

---

Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 7  
INTERNAL INVESTIGATIONS

(Q) The agency and PBA shall promote and encourage informal discussions of complaints between management and employees, and between supervisors and employees. Such discussions shall be held with a purpose of reaching an understanding that may satisfactorily resolve complaints to the benefit of both parties without need of formal process or investigation.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 10**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

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

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

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

(F) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), F.S. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the agency in making its decision. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 2. 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.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARTICLE 10  
DISCIPLINARY ACTION

(E) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however, documentation may be used by the parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns. Letters of counseling, counseling notices, and any other form of documentation of minor work deficiencies or conduct that is not discipline shall be clearly marked as being "not considered official discipline" or "not to be used as a reflection of official discipline" or some other clear written description reflecting that the documentation "shall not be viewed as an indication of formal discipline." Letters of counseling or counseling notices and any other form of documentation of minor work deficiencies or conduct that is not discipline shall be deemed void after 2-years from the date of issuance or creation and shall be removed from the employee's personnel file at the expiration of the 2-year period.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

SECTION 3 – WORK SCHEDULE

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

SECTION 5 – Overtime

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

SECTION 7 – Special Compensatory Leave

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

SECTION 9 – Disability Leave with Pay

(B)(1) An employee who is maliciously, intentionally or accidentally injured and ...

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 19  
PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

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

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

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

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

Cellular/mobile phone - \$500

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

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

Total allowable per incident - \$3,000.

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

PBA/Law Enforcement Unit  
UNION Proposal - Article 23  
Fiscal Year 2020-21  
DATE:10/08/2019  
Page 1 of 1

ARTICLE 23  
EQUIPMENT

SECTION 2 – High Visibility Lights

Add language at end of paragraph to include:

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

**For the State**

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

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

PBA/Law Enforcement Unit  
UNION Proposal - Article 23  
Fiscal Year 2020-21  
DATE:10/08/2019  
Page 1 of 1

ARTICLE 23  
EQUIPMENT

SECTION 2 – High Visibility Lights

Add language at end of paragraph to include:

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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

ARTICLE 24  
ON-CALL ASSIGNMENT-CALL BACK-COURT APPEARANCE

SECTION 4 – Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of 4-hours, whichever is greater.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 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 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 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 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 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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

**ARTICLE 25**  
**WAGES**

**SECTION 2- Competitive Pay Adjustments**

(A) Stricken

(B) Stricken

(A) On June 30, 2020 law enforcement officers' years of service will be determined by how many years they have completed as a state law enforcement officer. Beginning July 1, 2020, the following pay increases shall apply:

0 to 3 years of service:	0%
4 to 7 years of service:	3%
8 to 11 years of service:	5%
12 to 15 years of service:	7%
16 years of service and up:	9%

On September 1, 2020, the starting pay for law enforcement officers in all agencies under this agreement shall increase by 12%.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

ARTICLE 26  
UNIFORMS AND ACCESSORIES

SECTION 2 – Uniform Accessories

(B) Strike preceding language and limit paragraph to: Employees will be issued a strong-hand holster.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**PBA - Law Enforcement Collective Bargaining Unit (06)  
Fiscal Year 2020-21 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25, Section 2:</b> Pay increase based on years of service as of June 30, 2020.</p>	<p align="center">\$3.1M</p>	<p>Downloaded all positions for CBU 12 that are transferred into LAS/PBS from PeopleFirst weekly. Used the Continuous Service Date field from PeopleFirst to determine the years of service as of June 30, 2020. Calculated a 3% pay increase for those with 4-7 years of service; a 5% increase for those with 8-11 years of service; a 7% increase for those with 12-15 years of service and a 9% increase for those with 16 years and greater years of service. Increases were applied to 851 FTE. Amount includes retirement/FICA impacts.</p>
<p><b>Article 25:</b> On September 1, 2020, increase the starting pay for law enforcement officers in all agencies by 12%.</p>	<p align="center">TBD</p>	<p>Need additional detail regarding whether the increase applies only to the Law Enforcement Officer class code (8515) or all classes within the CBU. For the affected classes, need the starting pay for each class code within each agency. The starting pay does not necessarily equal the pay grade minimum for the class and may vary between agencies within the same class code (for example, FWC starts Law Enforcement Officers at \$38,033, while DACS starts Law Enforcement Officers at \$35,000). It is not possible to calculate a 12% increase without knowing the actual starting pay. See tab with a listing of all classes within the affected agencies.</p>

**PBA – Special Agent  
Unit**

The State and the Florida Police Benevolent Association – Special Agent Unit have tentatively agreed to revisions for the following articles:

Article 11 – Classification Review  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 35 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain status quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 5 – Employee Representation and Association Activities  
Article 7 – Internal Investigations and Disciplinary Action  
Article 8 – Workforce Reduction  
Article 10 – Grooming  
Article 12 – Personnel Records  
Article 14 – Performance Review  
Article 15 – Seniority  
Article 17 – Death In-Line-Of-Duty Benefits  
Article 18 – Leave  
Article 19 – Personal Property Replacement and/or Reimbursement  
Article 20 – Educational Assistance Program  
Article 22 – Job-Connected Disability  
Article 29 – Drug Testing  
Article 30 – No Strike  
Article 31 – State Personnel System Rules  
Article 32 – Management Rights  
Article 33 – Entire Agreement  
Article 34 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement.

Article 6 – Grievance Procedure  
Article 9 – Reassignment, Lateral Action, Transfer, and Change in Duty Station  
Article 13 – Safety  
Article 16 – Employment Outside State Government  
Article 17 – Department Vehicles  
Article 21 – Compensation for Temporary Special Duty in Higher Level Position  
Article 23 – Workday, Workweek and Overtime  
Article 24 – On-Call Assignment – Call-Back – Court Appearance  
Article 25 – Wages  
Article 26 – Equipment and Service Awards

A copy of the current Florida Police Benevolent Association – Special Agent Unit contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146908/979181/PBA-Special\\_Agent\\_Unit\\_FY\\_2019-2020\\_Reopener\\_to\\_2017-2020\\_Agreement\\_-\\_CLEAN\\_Agreement\\_for\\_Posting\\_\(10-9-19\).pdf](https://www.dms.myflorida.com/content/download/146908/979181/PBA-Special_Agent_Unit_FY_2019-2020_Reopener_to_2017-2020_Agreement_-_CLEAN_Agreement_for_Posting_(10-9-19).pdf)

**Florida Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
2 – Gender Reference	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
3 - Vacant	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
4 - No Discrimination	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
5 - Employee Representation and Association Activities	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd









**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>6 - Grievance Procedure (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Revises language that provides for stenotype reporters. 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.</p> <p>Revises and clarifies processes of class action grievances in Section 5(B)((3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.</p> <p>(continued below)</p>		<p>(continued from above)</p> <p>This language clarifies who is responsible for any hearing transcripts, when ordered.</p> <p>(continued below)</p>
<p>7 – Internal Investigations Disciplinary Actions</p>	<p>10/8/19: No Proposal. 11/22/19: Status Quo.</p>	<p>10/8/19: No Proposal. 11/22/19: No Proposal.</p>	<p>11/22/19: TA'd</p>



**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Lateral Action, Transfer, Change in Duty Station (continued from above)	(continued from above)  1/13/20: The State proposes revisions to the opening statement of Article 9 that captures the point in time when the 24 month minimum initial service obligation begins, which is from the employee's hire date as a special agent.  Further revisions throughout the article bring consistency in remaining language with respect to the minimum initial service obligation.	(continued from above)  1/13/20: No Proposal.	(continued from above)  The state's proposal picks up the intent of the Union's proposal - to provide clarity around the actual start date that an employee's minimum initial service obligation begins.  FDLE determined that the date must begin at a time that can be consistently applied across the state. A beginning date as the Union proposed - assignment to the special agent's region - could be given at various times during employment and is not consistently provided to employees.
10 – Grooming	10/8/19: No Proposal.  11/22/19: Status Quo.	10/8/19: No Proposal.  11/22/19: No Proposal.	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 – Classification Review	<p>10/8/19: No Proposal.</p> <p>11/22/19: The State proposes that an employee who has requested a Classification Review be provided with an answer within 30 days of the request. Additionally, the State proposes that an employee who is unsatisfied with the agency decision may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: No Proposal.</p>	<p>11/22/19: TA'd</p> <p>Revising this language ensures that language related to the classification review process, for both the agency level review and in cases involving a DMS review, is consistent in all 10 labor agreements.</p>

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 – Personnel Records	10/8/19: No Proposal	10/8/19: No Proposal	
	11/22/19: Status Quo	11/22/19: No Proposal	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 – Safety	<p>10/8/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>12/20/19: Status Quo.</p>	<p>10/8/19: No Proposal</p> <p>11/22/19: Union proposes new language in Section 3. New paragraph (B), states that all matters relating to new equipment, vehicles, improvements to existing vehicles to enhance safety, training and other matters relating to safety which affect any and all members within the collective bargaining unit shall be subject to review and recommendation by the safety committee.</p> <p>1/13/20: Union revises their 11/22/19 proposal to include new language in Section 3(A) which specifies the State will establish a Safety Committee with an assigned representative from each region.</p>	<p>The agency is not comfortable expanding the role of the committee.</p> <p>Also, the union proposal would encroach on the state procurement process in Chapter 287, Florida Statutes.</p> <p>The Union's proposal is electronically dated 10/8/19; however, it was officially received during our negotiation session scheduled for 11/22/19.</p>

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 – Performance Review	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
15 – Seniority	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd



**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Employment Outside State Government (continued from above)	(continued from above)  12/20/19: No Proposal.  1/13/20: The State proposes to accept the Union's proposal for Section 2(D) and increase the number of on-duty and off-duty hours an employee is permitted to work per week.	(continued from above)  12/20/19: No Proposal.  1/13/20: No Proposal.	(continued from above)  The increase is from 64 to 72, which also brings the contract in line with current FDLE procedures.

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
17 – Department Vehicles	10/8/19: No Proposal.  11/22/19: No Proposal.  12/20/19: No Proposal.  1/13/20: Status Quo.	10/8/19: No Proposal.  11/22/19: Union proposes new language which would allow an employee's assigned an unmarked vehicle, who reside within their assigned region, use of that vehicle within their assigned region for general personal business such as shopping. The proposal also includes that with the approval of an employee's off-duty police employment, an employee is authorized mileage reimbursement as allowed by internal FDLE policies.  12/20/19: No Proposal.  1/13/20: No Proposal.	FDLE notes that authorizing personal use is a huge expansion of current practice and use of unmarked vehicles, which cannot be sustained by the agency's budget. Also, with regard to travel reimbursement, current FDLE policy sufficiently covers unmarked vehicle use.

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 – Leave	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
19 – Personal Property – Replacement and/or Reimbursement	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
20 – Educational Assistance Program	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
21 – Compensation for Temporary Special Duty in Higher Level Position	10/8/19: No Proposal.  11/22/19: No Proposal.	10/8/19: No Proposal.  11/22/19: Union proposes revision to Section 1, reducing the number of workdays that an employee must perform a major portion of the duties of the higher level position from 22 to 15 workdays in order to be entitled to a temporary special duties pay additive.  New language in Section 2 states that an employee will be responsible for documenting all hours they are required to act in an established position in a higher broadband level, in the agency's Automated Investigative Management System (AIMS).	The Union's proposal is electronically dated 10/8/19; however, it was officially received during our negotiation session scheduled for 11/22/19.

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
21 – Compensation for Temporary Special Duty in Higher Level Position (continued from above)	(continued from above)  12/20/19: Status Quo.  1/13/20: No Proposal.	(continued from above)  12/20/19: No Proposal.  1/13/20: The Union revised its 11/22/19 proposal by removing their language relating to the number of days an employee must work out of title to receive temporary compensation.  The Union revises its 11/22/19 proposal and adds new language in Section 2 that requires an employee to document, in an agency designated tracking system, all hours they are required to act in an established position in a higher broadband level than the employee's current broadband level.	
22 – Job-Connected Disability	10/8/19: No Proposal  11/22/19: Status Quo	10/8/19: No Proposal  11/22/19: No Proposal	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 – Workday, Workweek and Overtime</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: Section 1(D) - [Currently, an employee may accrue up to 80 hours of FLSA compensatory credits. An employee may waive payment for overtime and elect to have the overtime hours credited to FLSA compensatory leave. An employee may then use those leave hours with mutual agreement of their supervisor. If mutual agreement is not reached, the supervisor may compel the use of FLSA compensatory leave credits with five days advance notice.] The union proposes to strike the language providing for the supervisor's compelled use of FLSA leave credits.</p> <p>12/20/19: No Proposal.</p> <p>(continued below)</p>	<p>The union's proposal is in contradiction to current People First System functionality that applies when an employee elects FLSA compensatory time in lieu of overtime. Current system functionality is aligned with the FLSA. The Union states their main concern is for the five day notice requirement for supervisors to compel the use of special compensatory leave. The Union will be revising their proposal and provide it at a later date.</p> <p>The Union's proposal is electronically dated 10/8/19; however, it was officially received during our negotiation session scheduled for 11/22/19.</p> <p>(continued below)</p>



**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>24 – On-Call Assignment – Call-Back – Court Appearance</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/2019: Section 2 - The Union proposes new language that adds a definition of call-back to include any period of time an employee is requested to perform, or called upon for law enforcement related work. These duties can include any instance when the employee is tasked, initiates, or is asked to perform any actions as a law enforcement officer.</p> <p>Section 3 - The Union proposes that when an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee/s regularly assigned shift, the employee shall be credited for actual time worked, <u>or a minimum of four (4) hours</u> (up from two and one-half), whichever is greater.</p>	<p>OPB costing for this proposal is "indeterminate".</p> <p>This proposal could dramatically increase the cost of call-back.</p> <p>The Union's proposal is electronically dated 10/8/19; however, it was officially received during our negotiation session scheduled for 11/22/19.</p> <p>The state believes that a minimum of 2.5 hours is sufficient. Many court appearances are completed well under the 2.5 hour minimum. In the alternative, if the number of hours exceeds 2.5, the officers are paid on an hour for hour basis.</p>

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 – On-Call Assignment – Call-Back – Court Appearance (continued from above)	(continued from above)  12/20/19: No Proposal.  1/13/20: Status Quo.	(continued from above)  12/20/19: No Proposal.  1/13/20: No Proposal.	







**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>26 – Equipment and Service Awards</p> <p>(continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>12/20/19: Current language states that when an employee retires under any provision of the Florida Retirement System, the employee shall be presented with their badge, service revolver or pistol, and an identification card clearly marked "RETIRED", as provided in section 112.193, Florida Statutes.</p> <p>The state proposes to add the stipulation that an employee retire "in good standing, with substantial service of a minimum of 10 years in the same agency of the State of Florida" to receive the badge, service revolver or pistol, and identification card upon retirement. (continued below)</p>	<p>10/8/19: No Proposal.</p> <p>11/22/19: The union proposes new language which requires the agency to provide ballistic helmets to employees.</p> <p>(continued below)</p>	<p>FDLE states they are not a first responder agency, therefore ballistic helmets are not necessary for all employees.</p> <p>The Union's proposal is electronically dated 10/8/19; however, it was officially received during our negotiation session scheduled for 11/22/19.</p> <p>Additionally, the agency intends to provide the listed retirement service awards only under these specific circumstances to prevent employees from transferring frequently between agencies then seeking service awards soon after transferring to FDLE, without putting in a substantial amount of time in the same agency.</p>

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 – Equipment and Service Awards (continued from above)	(continued from above)  1/13/20: No Proposal.	(continued from above)  1/13/20: The Union revised its 11/22/19 proposal. The Section 1(D) language remains the same; however, they propose revised Section 3 language in response to the State's 12/20/19 proposal.  Section 3 - The Union proposes new language that states when an employee retires in good standing, with service as a sworn law enforcement officer within the State of Florida for an aggregate of 10 years of more, with a minimum of 5 years of service at the retiring State Agency, or separated from service after completing any applicable probationary period due to a service-connected disability, as determined by the agency, the employee shall be presented with their retirement awards (as listed in current contract language).	

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	10/8/19: No Proposal.  11/4/19: No Proposal.  11/22/19: In accordance with Section 8 of the Governor's Recommended 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.	10/8/19: No Proposal.	11/22/19: TA'd (Union tentatively agreed to State's 11/22/19 proposal.)

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
28 - Travel Expenses	10/8/19: No Proposal.  11/4/19: No Proposal.  11/22/19: State proposal revises the first paragraph to reflect that "Travel" expenses shall be paid for authorized travel ... as provided in section 112.061, Florida Statutes.  State also revises where vouchers are to be submitted and removes all other language which is already provided for in section 112.061, F.S.	10/8/19: No Proposal.	11/22/19: TA'd (Union tentatively agreed to State's 11/22/19 proposal.)
29 - Drug Testing	10/8/19: No Proposal.  11/22/19: Status Quo.	10/8/19: No Proposal.  11/22/19: No Proposal.	11/22/19: TA'd
30 - No Strike	10/8/19: No Proposal.  11/22/19: Status Quo.	10/8/19: No Proposal.  11/22/19: No Proposal.	11/22/19: TA'd
31 – State Personnel System Rules	10/8/19: No Proposal.  11/22/19: Status Quo.	10/8/19: No Proposal.  11/22/19: No Proposal.	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
32 - Management Rights	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
33 - Entire Agreement	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal.	11/22/19: TA'd
34 - Savings Clause	10/8/19: No Proposal.	10/8/19: No Proposal.	
	11/22/19: Status Quo.	11/22/19: No Proposal	11/22/19: TA'd

**Special Agent Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 13, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
35 - Duration	11/4/19: No Proposal.  11/22/19: State proposal provides for a three year agreement. Article 25-Wages, Article 27-Insurance Benefits, and any other three articles as reopeners subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023. In the instance where the State and Union fail to secure a successor (or reopener) Contract prior to the expiration date of this Contract, the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.	10/8/19: No Proposal.  11/22/19: No Proposal.	11/22/19: TA'd (Union tentatively agreed to State's 11/22/19 proposal.)

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and the Association to encourage informal discussions of complaints between management and employees as well as between supervisors and employees. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of this Agreement.

(B) “Grievant” shall mean a Special Agent, Special Agent Trainee, or a group of such employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) “Days” shall mean 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, F.S., holiday observed by the Associate 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 Department of Management Services 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), F.A.C.

**SECTION 2 – Election of Remedy and Representation**

(A) If a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the PERC, the grievant or the Association shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the Association. In the case of any duplicate filing, the action first filed will be the one processed.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

(B) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the Association. When the grievant has elected Association representation, both the grievant and the Association Grievance Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the Association Grievance Representative, and any decision agreed to by the state and the Association shall be binding on the grievant.

(C) If the grievant is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the Association.

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) Except for suspensions, the filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. The employee shall notice the Agency Head or designated representative, in writing, of his intention to grieve, or appeal a suspension to the PERC, within ten days of the receipt of the final notice from the agency. Suspensions shall not be imposed until the final disposition of a grievance or appeal, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee's failure to notify the agency of his intention to grieve or appeal shall permit the agency to proceed with the suspension.

(D) After a grievance is presented, no new violation or issue can be raised unless the parties agree in writing to revise or amend the alleged violations or issues, or upon a party's

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

showing of good cause for the consideration of such new issue, but in no event later than the filing of a grievance at Step 3. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 to Arbitration shall not establish a precedent binding on either the Association or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the Association.

(G) Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.

**(1) Step 1**

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, file a written grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the Association Grievance Representative, if any, within 10 days following receipt of the written grievance.

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing, on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

submitted at Step 1, together with the written response and documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1. The Agency Head or designated representative may meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and to the Association Grievance Representative within 15 days following receipt of the written grievance.

(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 PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in section 3(F)(6), 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 designated representative may appeal the grievance by submitting it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com~~DMS~~ within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

(b) The Department of Management Services shall discuss the grievance with the Association Grievance Representative, or grievant or his representative if not represented by the Association. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

(b) If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA 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 (6)(e) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.~~

**(5) Step 4 – Arbitration**

(a) Arbitration Filing.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the PBA 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 Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3) above, is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the grievant because he was not a dues paying member of the Association, the grievant may appeal the grievance to arbitration. The 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. An appeal may also be transmitted by personal service or facsimile; or via email to: arbitration.coordinator@dms.myflorida.com.~~

(b) The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the PBA in support of the grievance and written responses to it. If the grievant is not represented by the PBA, 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

~~The arbitrator shall be one person from a panel of at least six permanent arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The Department of Management Services’ Arbitration Coordinator shall schedule the arbitration hearing with the state and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.~~

(c) 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 witness who has not been timely identified on the witness list may not testify at the hearing. 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.

(d) 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 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

parties may agree to schedule a hearing beyond the five-month deadline.

~~(e) — The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator.~~

(e) 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 may 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 (5)(b) of this Article to conduct a hearing on the substantive issue(s).

~~Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).~~

~~(e) — Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.~~

~~(f) — At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.~~

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the Association, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall ~~issue-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.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the state under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. 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.

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (6)(e), above, whichever is later, and the rescheduled date.

(g) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. The arbitrator shall submit his fee and expense 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.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript, ~~and provide a photocopy to the arbitrator.~~ If the arbitrator orders a copy of the transcript, the arbitrator shall pay

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 (g), above. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(j) The Association will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 – Time Limits**

(A) Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association by the written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

#### **SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a government board or agency, or a court proceeding, brought by an employee or group of employees, or by the Association.

(B) All grievances will be presented at Step 1 with the following exceptions:

##### **For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

##### **For the PBA**

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as contained in Appendix B within 15 days following the occurrence of the event giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 7(2)(D) 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 employee knew or should have known of the event giving rise to the grievance.

(3) The Association shall have the right to bring a class action grievance on behalf of employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B, within 15 days following the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

## **SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to ~~Association may request~~ expedited arbitration of a grievance. ~~Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.~~

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(5), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

~~The arbitrator is designated by rotation from the list of permanent arbitrators.~~

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of ~~§~~section 3(G)(65) of this procedure shall be applicable.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator for Special Agent Unit

---

Date

---

Date

**Article 9**  
**LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION**

It is the intent of the state and the Association that the minimum initial service obligation for employees shall be 24 months from the employee’s hire date as a special agent. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request lateral action, transfer, or change in duty station, in accordance with the provisions of this Article; however, the state retains the right to determine the nature and location of work assignments based upon staffing needs.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Change in Duty Station” shall mean the moving of an employee to a duty station located within 50 miles, by highway, of his current duty station.

(B) “Duty station” shall mean the place that is designated as an employee’s official headquarters.

(C) “Broadband level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(D) “Lateral action” shall mean the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities.

Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.

(E) “Transfer” shall mean moving an employee from one geographic area of the state to a different geographic location that is in excess of 50 miles, by highway, from the employee’s current duty station.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Procedures and Exceptions – Voluntary Lateral Action, Transfer, Change in Duty Station**

(A) An employee who has completed the 24-month minimum initial service obligation ~~in his initial job assignment~~ may apply for a lateral action, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate the county(ies) and/or duty station to which the employee would like to be assigned.

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All request forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested assignment. The employee shall provide a copy of the request to the Association at the time it is filed with the agency.

(D) Except where a position is filled by demotion, the management representative having hiring authority for the position shall give first consideration to those employees who have submitted a request form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a position with the employee who has the greatest length of service in the broadband level and who has a request form on file for the county in which the vacancy exists. The parties agree, however, that other factors, such as employees' work history and agency needs may be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where agreed otherwise by the Association and the agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(G) When an employee has been appointed pursuant to a Request filed under this Article, all other pending requests shall be canceled and the employee will not be eligible to file another request under this Article for a period of 12 months following the employee’s appointment. If an employee declines an offer pursuant to a request filed under this Article, the employee will not be eligible for consideration for assignment to the specific broadband level, county(ies), and/or duty station declined for a period of 12 months.

(H) The 24-month minimum initial service obligation ~~for an initial appointment~~ shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or designee.

**SECTION 3 – Involuntary Lateral Action, Transfer, or Change in Duty Station**

(A) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(B) Nothing contained in this Agreement shall be construed to prevent the FDLE, at its discretion, from effecting the involuntary lateral action, transfer, or change in duty station of an employee, at any time, according to the needs of the agency or as authorized by section 110.205(3), F.S. However, it is understood that the agency will make a good faith effort not to effect an involuntary lateral action, transfer, or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering Request Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, an employee involuntarily transferred will be permitted 90 days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Lateral actions, transfers, and changes in duty station shall not be utilized as disciplinary sanctions.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Notice**

(A) An employee shall be given a minimum of 14 calendar days’ notice prior to FDLE effecting any lateral action, and 30 calendar days’ notice prior to FDLE effecting a transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the state from effecting the involuntary lateral action, transfer, or change in duty station of an employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

(C) When the agency establishes a new position within a broadband level, it shall notice all employees of the duties, responsibilities, and qualifications of the position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

**SECTION 5 – Appointment to Special Agent**

The state and the Association agree that appointment to Special Agent is to be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing additional training required by the agency prior to such appointment. The parties agree that the provisions of the Rules of the State Personnel System will be followed when making such appointments.

**SECTION 6 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position.

(B) An agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.217(3), F.S., and, pursuant to this statutory provision, are not grievable.

**SECTION 7 – Relocation Allowance**

An employee who is transferred or receives a lateral action, and required by agency policy to relocate his residence shall be granted time off with pay for two workdays for this purpose. No

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

**SECTION 8 – Grievability**

(A) An employee complaint concerning the administration of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

(B) An employee complaint concerning the administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by section 110.205(3), F.S., shall not be subject to the grievance procedure.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 9**  
**LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION**

It is the intent of the state and the Association that the minimum initial service obligation for employees shall be 24 months which will commence on the employee's assignment date to their perspective region. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request lateral action, transfer, or change in duty station, in accordance with the provisions of this Article; however, the state retains the right to determine the nature and location of work assignments based upon staffing needs.

**SECTION 1 – Definitions As used in this Article:**

(A) “Change in Duty Station” shall mean the moving of an employee to a duty station located within 50 miles, by highway, of his current duty station.

(B) “Duty station” shall mean the place that is designated as an employee’s official headquarters.

(C) “Broadband level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 22 responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(D) “Lateral action” shall mean the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities. Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.

(E) “Transfer” shall mean moving an employee from one geographic area of the state to a different geographic location that is in excess of 50 miles, by highway, from the employee’s current duty station.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Procedures and Exceptions – Voluntary Lateral Action, Transfer, Change in Duty Station**

(A) An employee who has completed ~~the~~ 24 months ~~minimum service obligation~~ in his ~~or her~~ initial job assignment may apply for a lateral action, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate the county(ies) and/or duty station to which the employee would like to be assigned.

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All request forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested assignment. The employee shall provide a copy of the request to the Association at the time it is filed with the agency.

(D) Except where a position is filled by demotion, the management representative having hiring authority for the position shall give first consideration to those employees who have submitted a request form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a position with the employee who has the greatest length of service in the broadband level and who has a request form on file for the county in which the vacancy exists. The parties agree, however, that other factors, such as employees' work history and agency needs may be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the position. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 23

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where agreed otherwise by the Association and the agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(G) When an employee has been appointed pursuant to a Request filed under this Article, all other pending requests shall be canceled and the employee will not be eligible to file another request under this Article for a period of 12 months following the employee's appointment. If an employee declines an offer pursuant to a request filed under this Article, the employee will not be eligible for consideration for assignment to the specific broadband level, county(ies), and/or duty station declined for a period of 12 months.

(H) The 24 month service obligation for an initial appointment shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or designee.

**SECTION 3 – Involuntary Lateral Action, Transfer, or Change in Duty Station**

(A) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(B) Nothing contained in this Agreement shall be construed to prevent the FDLE, at its discretion, from effecting the involuntary lateral action, transfer, or change in duty station of an employee, at any time, according to the needs of the agency or as authorized by section 110.205(3), Florida Statutes. However, it is understood that the agency will make a good faith effort not to effect an involuntary lateral action, transfer, or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering Request Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, an employee involuntarily transferred will be permitted 90 days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Lateral actions, transfers, and changes in duty station shall not be utilized as disciplinary sanctions.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Notice**

(A) An employee shall be given a minimum of 14 calendar days’ notice prior to FDLE Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 24 effecting any lateral action, and 30 calendar days’ notice prior to FDLE effecting a transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the state from effecting the involuntary lateral action, transfer, or change in duty station of an employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

(C) When the agency establishes a new position within a broadband level it shall notice all employees of the duties, responsibilities, and qualifications of the position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

**SECTION 5 – Appointment to Special Agent**

The state and the Association agree that appointment to Special Agent is to be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing additional training required by the agency prior to such appointment. The parties agree that the provisions of the Rules of the State Personnel System will be followed when making such appointments.

**SECTION 6 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position.

(B) An agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

**SECTION 7 – Relocation Allowance**

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

An employee who is transferred or receives a lateral action, and required by agency policy to relocate his residence shall be granted time off with pay for two workdays for this purpose. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

**SECTION 8 – Grievability**

(A) An employee complaint concerning the administration of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 25 followed and decisions made, along with the needs of the agency.

(B) An employee complaint concerning the administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by section 110.205(3), Florida Statutes, shall not be subject to the grievance procedure.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 13**  
**SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Safety Committee**

Where the agency has a Safety Committee, the Association will name one employee to serve on such committee. Where such a committee has not been established, the state will consider establishment of one in each employee location. Time spent in attendance and travel to such committee meetings shall be time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 13  
SAFETY**

**SECTION 1 – Vehicle Safety**

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Safety Committee**

(A) Where the agency has a Safety Committee, the Association will name one employee to serve on such committee. ~~Where such a committee has not been established, the state will consider establishment of one in each employee location a safety committee with an assigned representative from each region. The state will conduct regular safety committee meetings at a location designated by the state.~~ Time spent in attendance and travel to such committee meetings shall be time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

(B) All matters relating to all new equipment, vehicles, improvements to existing vehicles to enhance safety, training and other matters relating to safety which affect any and all members within the collective bargaining unit shall go before the safety committee.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 16**  
**EMPLOYMENT OUTSIDE STATE GOVERNMENT**

**SECTION 1 – Outside Employment – Non-Police Employment**

(A) On the effective date of this Agreement, any employee who is performing non-police employment outside of state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify the Executive Director, or designee, of such employment, prior to date of employment, who shall verify that such non-police employment does not conflict with the employee's state employment, or with the employing agency's procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of an employee's outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

**SECTION 2 – Outside Employment – Police Employment**

(A) An employee who wishes to perform police employment outside of state government shall secure the required approval in advance in accordance with Rule 60L-32, F.A.C., and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment or with the employing agency's procedures limiting such outside employment.

(B) During the course of the employee's outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

police employment, provided the off-duty employment is within 50 miles of the employee’s city of assignment, and the official car directly facilitates the performance of the off-duty employment. Use of the official car that necessitates travel beyond 50 miles of the employee’s city of assignment will require prior written approval by either the employee’s Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
- (2) It does not interfere with the employee’s primary duties as a state law enforcement officer;
- (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
- (4) Such employment does not carry the employee outside the state; and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to ~~64~~72 hours per week of on-duty and off-duty approved work. Employees may work in excess of ~~64~~72 hours per week with the approval of the Regional Director.

(E) When required by the agency, employees who are utilizing state equipment while performing police employment outside of state employment shall be responsible for all insurance relative to such outside employment, including workers’ compensation and liability insurance.

### **SECTION 3 – Reimbursement of Costs**

All mileage placed on a state automobile in off-duty police employment shall be paid by the employee at the mileage rate established in section 112.061, F.S.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 16**  
**EMPLOYMENT OUTSIDE STATE GOVERNMENT**

**SECTION 1 – Outside Employment – Non-Police Employment**

(A) On the effective date of this Agreement, any employee who is performing nonpolice employment outside of state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify the Executive Director, or designee, of such employment, prior to date of employment, who shall verify that such non-police employment does not conflict with the employee’s state employment, or with the employing agency’s procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of an employee’s outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

**SECTION 2 – Outside Employment – Police Employment**

(A) An employee who wishes to perform police employment outside of state government shall secure the required approval in advance in accordance with Rule 60L-32, Florida Administrative Code and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee’s state employment or with the employing agency’s procedures limiting such outside employment.

(B) During the course of the employee’s outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty police employment, provided the off-duty employment is within 50 miles of the employee's city county of assignment or within the member's assigned region, and the official car directly facilitates the performance of the off-duty employment. Use of the official car that necessitates travel beyond 50 miles of the employee's city of assignment will require prior written approval by either the employee's Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
- (2) It does not interfere with the employee's primary duties as a state law enforcement officer;
- (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
- (4) Such employment does not carry the employee outside the state; and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to 64 72 hours per week of on-duty and off-duty approved work. Employees may work in excess of 64 72 hours per week with the approval of the Regional Director.

(E) When required by the agency, employees who are utilizing state equipment while performing police employment outside of state employment shall be responsible for all insurance relative to such outside employment, including workers' compensation and liability insurance.

### **SECTION 3 – Reimbursement of Costs**

All mileage placed on a state automobile in off-duty police employment shall be paid by the employee at the mileage rate established in section 112.061, Florida Statutes.

**For the State**

**For PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Steven Slade  
Chief Negotiator

---

Date

---

Date

**Article 17**  
**DEPARTMENT VEHICLES**

The agency may provide each employee with an unmarked vehicle for work use. Employees will reside within 50 miles of their assigned office.

An employee currently residing outside of the 50-mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 50-mile rule, unless the agency grants the employee a waiver of the rule.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 17**  
**DEPARTMENT VEHICLES**

The agency may provide each employee with an unmarked vehicle for work use. Employees will reside within 50 miles of their assigned office.

Employees assigned an unmarked vehicle who reside within their assigned region may use the vehicle within their assigned region for general personal business, such as shopping, within the restrictions described herein.

Assigned vehicles shall not be used for, or to commute to or from, Employment Outside of State Government as defined in Article 16, without prior approval of the outside employment. As such approval is granted, mileage reimbursement for Employment Outside of State Government use pursuant to FDLE Policy shall be remitted.

An employee currently residing outside of the 50-mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 50-mile rule, unless the agency grants the employee a waiver of the rule.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 21**  
**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER**  
**LEVEL POSITION**

**SECTION 1 – Eligibility**

Each time an employee is officially designated by the appropriate supervisor to act in an established position in a higher broadband level than the employee's current broadband level, and performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with Rule 60L-32, F.A.C., effective the first day of performing such duties.

**SECTION 2 – Method of Compensation**

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a position in a higher broadband level shall be paid according to the same compensation method as promoted employees pursuant to the Rules of the State Personnel System.

**SECTION 3 – Return to Regular Rate**

Employees being paid at a higher rate while temporarily performing the duties of a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary special duty in the higher broadband level ends.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator for Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 21**  
**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER LEVEL POSITION**

**SECTION 1 – Eligibility**

Each time an employee is officially designated by the appropriate supervisor to act in an established position in a higher broadband level than the employee's current broadband level, and performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with Rule 60L-32, Florida Administrative Code, effective the first day of performing such duties.

**SECTION 2 – Method of Compensation**

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a position in a higher broadband level shall be paid according to the same compensation method as promoted employees pursuant to the Rules of the State Personnel System. An employee will be responsible to document, in an agency designated tracking system, all hours they are required to act in an established position in a higher broadband level than the employee's current broadband level.

**SECTION 3 – Return to Regular Rate**

Employees being paid at a higher rate while temporarily performing the duties of a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary special duty in the higher broadband level ends.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 23**  
**WORKDAY, WORKWEEK AND OVERTIME**

**SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 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 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, 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 PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
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 holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, 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 PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 23**  
**WORKDAY, WORKWEEK AND OVERTIME**

**SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the Association will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The Association agrees to support those changes in 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 time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code. An employee who is filling an included position may, at the end of the approved extended period, choose to be provided payment for overtime and have the overtime hours paid at the rate of one and one-half hours. 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 PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 – Workday**

(A) The agency shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period. 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**

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**

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the ~~supervisor shall schedule the employee to use the leave~~ 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. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 35

(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 PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 24**  
**ON-CALL, CALL-BACK and COURT APPEARANCES**

**SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, 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) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

**SECTION 2 – Call-Back**

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked or a minimum of four hours, whichever is greater.

**SECTION 3 – Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two and one-half hours, whichever is greater.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 24**  
**ON-CALL, CALL-BACK and COURT APPEARANCES**

**SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, 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) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

**SECTION 2 – Call-Back**

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked or a minimum of four hours, whichever is greater. Call-Back is defined as any period of time an employee is requested to perform, or called upon for, law enforcement related work. These duties can include any instance when the employee is tasked, initiates or is asked to perform any actions as a law enforcement officer.

**SECTION 3 – Court Appearances**

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of ~~two and one half~~ four (4) hours, whichever is greater. The employee will not be required to attend court while on leave approved prior to receiving a subpoena.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
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 2020-2021, 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 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 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 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

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 25      2018 Legislative Impasse Resolution**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2018-2019 General Appropriations Act and other provisions of state law.

**SECTION 2 – Competitive Pay Adjustments**

(A) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a competitive pay adjustment of seven percent (7%) to the employee's June 30, 2018, base rate of pay. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 36

(B) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a special pay adjustment of three percent (3%) to the employee's June 30, 2018, base rate of pay. To be eligible for this special salary adjustment, the law enforcement officer must have completed at least 10 years of state service as a law enforcement officer by July 1, 2018.

**SECTION 3 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 4 – Cash Payout of Annual Leave**

Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes. The department shall notify the employees on the availability of funds no later than the last day of October annually.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 26**  
**EQUIPMENT AND SERVICE AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment will include the following minimum requirements:

- (A) A service weapon gun belt, holster and accessories as appropriate for the employees.
- (B) Spare ammunition, and an appropriate case.
- (C) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (D) The agency shall provide bulletproof vests to employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

**SECTION 2 – Clothing Allowance**

Employees shall receive a clothing allowance in the amount of \$500.00 annually.

**SECTION 3 – Award**

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, with substantial service of a minimum of 10 years in the same agency of the State of Florida, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee’s equipment, and an identification card clearly marked “RETIREED” as provided in section 112.193, F.S.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steve Slade  
Chief Negotiator – Special Agent Unit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Award Program**

The state agrees to promote a program of recognition awards for employees that shall include:

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.
- (D) Upon normal retirement, an identification card and badge.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Steve Slade  
Chief Negotiator – Special Agent Unit

---

Date

---

Date

**Article 26**  
**EQUIPMENT AND SERVICE AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment will include the following minimum requirements:

- (A) A service weapon gun belt, holster and accessories as appropriate for the employees.
- (B) Spare ammunition, and an appropriate case.
- (C) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (D) The agency shall provide bulletproof vests to employees and ballistic helmets to trained “entry team members” and will develop a policy Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 37 for replacement upon expiration of the guaranteed life of the vest and helmets as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

**SECTION 2 – Clothing Allowance**

Employees shall receive a clothing allowance in the amount of \$500.00 annually.

**SECTION 3 – Award**

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, with service as a sworn law enforcement officer

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

within the state of Florida for an aggregate of 10 years or more, with a minimum of 5 years of service at the retiring State Agency, or separated from service after completing any applicable probationary period due to a service-connected disability, as determined by the agency, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" as provided in section 112.193, Florida Statutes.

#### **SECTION 4 – Award Program**

The state agrees to promote a program of recognition awards for employees which shall include:

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.
- (D) Upon normal retirement, an identification card and badge.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Steven Slade  
Chief Negotiator

\_\_\_\_\_  
Date

**PBA - Special Agent Collective Bargaining Unit (10)  
Fiscal Year 2020-21 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<p><b>Article 24, Section 3:</b> Increases the minimum number of hours an employee would be credited (from 1.5 hours to 4 hours) for if subpoenaed to appear as a witness in a court case that is not during the employee's regularly assigned shift.</p>	<p>Indeterminate</p>	<p>Would need additional data, including: how often the circumstances occur (how many times an employee is subpoenaed to appear not during their assigned shift) and how many hours those appearances require. Upon receiving this data, would base the cost of the average hourly pay for CBU employees.</p>



The State and the Florida Police Benevolent Association – Security Services Unit have tentatively agreed to revisions for the following articles:

Article 11 – Classification Review  
Article 16 – Drug Testing  
Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)  
Article 28 – Travel Expenses  
Article 34 – Duration

The following articles have been tentatively agreed to by the parties during FY 2020-2021 Collective Bargaining Negotiations and will remain status quo:

Article 1 – Recognition  
Article 2 – Gender Reference  
Article 3 – Vacant  
Article 4 – No Discrimination  
Article 8 – Workforce Reduction  
Article 12 – Personnel Records  
Article 15 – Seniority  
Article 17 – Death In-Line-Of-Duty Benefits  
Article 19 – Replacement of Personal Property  
Article 20 – Training  
Article 21 – Compensation for Temporary Special Duty in a Higher-Level Position  
Article 22 – Job-Connected Disability  
Article 29 – No Strike  
Article 30 – Vacant  
Article 31 – Management Rights  
Article 32 – Entire Agreement  
Article 33 – Savings Clause

The parties are currently at statutory impasse for FY 2020-2021 Collective Bargaining Negotiations; however, the parties continue to collectively bargain over the following articles and hope to obtain agreement.

Article 5 – Employee Representation and PBA Activities  
Article 6 – Grievance Procedure  
Article 7 – Discipline and Discharge  
Article 9 – Lateral Action, Reassignment, Transfer, Change in Duty Station  
Article 10 – Promotions  
Article 13 – Safety  
Article 14 – Performance Evaluations  
Article 23 – Hours of Work/Overtime  
Article 24 – On-Call Assignment and Call-Back  
Article 25 – Wages  
Article 26 – Uniform and Insignia

A copy of the current Florida Police Benevolent Association – Security Services Unit contract can be found at the following link:

[https://www.dms.myflorida.com/content/download/146911/979190/PBA-Security\\_Service\\_Unit\\_FY\\_2019-2020\\_Reopener\\_to\\_2017-2020\\_Agreement\\_-\\_CLEAN\\_Agreement\\_for\\_Posting\\_\(10-9-19\).pdf](https://www.dms.myflorida.com/content/download/146911/979190/PBA-Security_Service_Unit_FY_2019-2020_Reopener_to_2017-2020_Agreement_-_CLEAN_Agreement_for_Posting_(10-9-19).pdf)

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
1 - Recognition	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
2 - Gender Reference	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
3 - Vacant	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
4 - No Discrimination	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
5 - Union Activities and Employee Representation	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: Union proposal under review. Response to be provided.	11/14/19: Section 9(B) - Union proposes new language that allows for administrative leave for negotiation committee members on an hour-for-hour basis for unavoidable travel time occurring on what would otherwise be a workday and is immediately preceding or following a bargaining session.	



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Adds language to stipulate that 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 and that the parties will then schedule a mediation within 40 days of the filing of the request for Arbitration unless  (continued below)		(continued from above)  Language regarding the expedited arbitrability process was updated during negotiations for the 2019-2020 Master Contract between the State of Florida and AFSCME. This revision will ensure that language related to the expedited arbitrability process is consistent in all 10 collective bargaining agreements.

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  mediator availability requires a lengthier period. Further adds that if the mediation is unsuccessful in resolving the grievance, the Union 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 Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel 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.		



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued from above)	(continued from above)  Revises language that provides for stenotype reporters by stipulating a party may schedule a reporter to record the proceedings, but such party is responsible for paying the appearance fee. Further, 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.  Revises and clarifies processes of class action grievances in Section 5(B)((3) to include those elements that must be included on the grievance form. Stipulates that a grievance must be filed within 15 days following the event giving rise to the grievance.		(continued from above)  This language clarifies who is responsible for the reporter's appearance fees, as well as any hearing transcripts - when ordered.

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Discipline and Discharge	<p>11/14/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>12/11/19: No Proposal.</p> <p>1/6/20: Union proposal under review. Response to be provided.</p>	<p>11/14/19: Section 1(D): The union proposes automatically staying a suspension when the action is appealed through PERC or via the grievance procedure and Arbitration, pending a decision or final order from PERC.</p> <p>Section 3: The union proposes revising this provision to state that counseling memoranda may only be used within 12 months of the date of the counseling by the state at an administrative hearing to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.</p> <p>Section 4(G): The union proposes revising this provision to state that in cases where the agency determines that an employee who has been reassigned pending an investigation is clear to be offered the option to return to the original work location, the offer and subsequent move should happen immediately, rather than "as soon as available" as current language allows.</p>	<p>1/6/20: The Department of Corrections (DOC) states they currently stay most (if not all) suspensions due to their current 28-day pay cycle; however, there are times where operations necessitate the ability to compel an employee to serve a suspension. Agreeing to automatic stay in every disciplinary suspension would tie the agency's hands when an employee's actions call for serving the suspension before the 90-day stay period ends.</p> <p>The union's request for an immediate reassignment is not always operationally feasible without impacting another officer. Agreeing to this union proposal would negatively impact officers and operations.</p>

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
7 - Discipline and Discharge (continued from above)		(continued from above)  The union proposes adding language stating that no employee may be on the "no inmate contact" list beyond a 90-day period.  Section 7: Proposal rewords language to conform with PBA organizational structure - removing "stewards" and replacing with "representative".	(continued from above)  The DOC cannot operationally accommodate the request to remove officers from the "no inmate contact" list at 90 days.  The Statedoes not object to the PBA organizational language update in Section 7.
8 - Workforce Reductions	11/14/19: Status Quo.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Lateral Action, Reassignment, Transfer, Change in Duty Station	<p>11/14/19: No Proposal.</p> <p>11/22/19: No Proposal.</p> <p>1/6/20: No Proposal.</p>	<p>11/14/19: Section 3(B): The union proposes adding language which defines "excessive caseload" as 100 cases or more.</p> <p>11/22/19: Section 3(B): The union proposes revised language that states an individual's caseload may prompt lateral action of an officer. This would occur for CPO and CPSO classes when "excessive caseload" presents itself. Definition of "excessive caseload" is if the officer is assigned to monitor either 100 offenders or more, or a caseload exceeds 35 or more points as determined by the Offender Based Information System.</p> <p>1/6/20: Officially withdraws current proposal. Revised language to be proposed soon.</p>	<p>11/14/19: PBA determined the proposal needs fine-tuning and will reissue at next meeting.</p> <p>The Department of Corrections (DOC) states they will bring Community Corrections staff to 12/11 session to address caseload issues and determine PBA issues to better inform ourselves for our potential counter offer.</p> <p>1/6/20: After further discussion with the Community Corrections staff, the parties believe the issues raised by the union are individual scenarios that do not impact the entire unit. The PBA officially withdraws their 11/22/19 proposal and will be providing a new proposal outlining that the DOC will address occurrences of excessive caseload assignment as identified by the PBA.</p>



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 - Promotions (continued from above)	(continued from above)  1/6/20: No Proposal.	(continued from above)  1/6/20: Recognizing that DOC has followed through on determining the parameters for the Promotions workgroup, the PBA has withdrawn their 11/14/19 proposal and intends to reissue a proposal capturing the creation of the workgroup.	
11 - Classification Review	11/14/19: State proposal requires that an employee submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties and that decision is not grievable.	11/14/19: No Proposal.	11/14/19: TA'd (Union tentatively agreed to State's 11/14/19 proposal.)

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
12 - Personnel Records	11/14/19: Status Quo.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Evaluations	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: Union's proposal under review. Response to be provided.	11/14/19: Union proposal adds language stating that performance evaluations will be grievable if they serve as the basis for discipline. This is a revision to current language which states, "The parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be <i>contested</i> if it serves as the basis for <i>suspension or dismissal</i> ." (emphasis added) Proposal also adds new section (D) which states, "The PBA shall be notified of any proposed changes to Agency performance evaluations prior to implementation."	
15 - Seniority	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
16 - Drug Testing (continued from above)	(continued from above)  11/22/19: Section (G) - State counter proposed with slightly revised union language to bring in line with system functionality; however, the counter is picking up the union's concept. The state's counter proposal states that any officer who was removed from duty pending results from a drug test, who subsequently receives negative results, would have any accrued leave used by the employee prior to the results changed to administrative leave. If the officer did not have sufficient accrued leave and was placed on leave without pay, the leave would be revised to reflect administrative leave upon receipt of the negative test results.	(continued from above)  11/22/19: No Proposal.	11/22/19: TA'd (Union tentatively agreed to State's proposal of 11/22/19.)

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
17 - Death In-Line-Of-Duty Benefits	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
18 - Leave of Absence	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
19 - Replacement of Personal Property	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: Status Quo.	11/14/19: The union proposed an increase to reimbursement amounts as follows: Watch: from \$75 to \$150 Total Allowable per incident: from \$600 to \$800  Proposal also includes adding language to allow for reimbursement approval by the Agency Head's Designee.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd (Union tentatively agreed to State's Proposal of 1/6/20.)
20 - Training	11/14/19: Status Quo.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
21 - Compensation For Temporary Special Duty in Higher Level Position	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
22 - Job-Connected Disability	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime	11/14/19: No Proposal.	11/14/19: Union proposes language that opens the entire article to arbitration.	



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 - Hours of Work/Overtime (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Section 2(F): The proposal strikes reference to proposed amendments to FDC procedures during FY 19-20, reference to employees "volunteering time to the state" (section 5), and reference to the "Pay As You Go" pilot which was reworked in section 6 to memorialize the special compensatory leave accrued during that period. Payout provisions were clarified to occur upon separation, transfer to another agency or pay plan, and/or transfer to another CBU.</p> <p>Revisions to section 7 - Compulsory Disability Leave bring section language in line with state personnel system terminology.</p> <p>(continued below)</p>		<p>(continued from above)</p> <p>Additional language requires agencies to pay out special compensatory leave accrued under the Pay As You Go provisions when employees leave the collective bargaining unit (CBU).</p> <p>Timely payment when employees leave the CBU will help agencies comply with provisions in this article and section. The union did not verbally oppose these revisions during negotiations.</p> <p>(continued below)</p>

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>23 - Hours of Work/Overtime (continued from above)</p>	<p>(continued from above)</p> <p>Section 5: The state proposes striking this provision which states that employees shall not be requires to volunteer time to the state.</p> <p>12/11/19: No Proposal.</p>	<p>(continued from above)</p> <p>12/11/19: Union countered to the state's 11/22/19 proposal with the following revisions:</p> <p>Section 1(A) - the Union proposes that 8 hour, 10 hour, and 12 hour workdays are the hours of work for employees within the collective bargaining unit.</p> <p>Section 1(B) - the Union proposes that changes in work schedules, such as the hours worked, numbers of hours in a pay period, the length of shifts, and the starting and ending of shift times are all mandatory subjects of bargaining. Any proposed changes to this section must be negotiated with the union.</p>	<p>12/11/19: It was agreed that the agency (FDC) and PBA would form a workgroup for management and the union to identify potential implementation issues for 8.5 hour shifts as well as items that need to be addressed in communication to employees prior to the beginning of the 8.5 hour shift pilot. Workgroup parameters are being identified by both parties. Workgroup sessions slated to begin in January.</p>



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - On-Call Assignment and Call- Back (continued from above)		(continued from above)  Section 3(B): The union proposes striking this provision which currently provides for time worked for up to 15 minutes and allows for employees to request additional time worked for calls taking longer than 15 minutes to clear.	



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>25 - Wages (continued from above)</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>Any current employees in a classification code covered by the CBU with five or more years of continuous service in one or a combination of the classification codes covered by the CBU as of July 1, 2020 are provided a \$4,000 pay increase, effective July 1, 2020.</p> <p>Employees that meet the two or five year service thresholds after July 1, 2020, will receive the applicable increase upon reaching the required years of service.</p> <p>11/22/19: The state proposes additional language in Section 5(A)(2), which provides for placement at the minimum of the appropriate pay grade on the first day of the 28 day cycle following the date the employee passes the FDLE certification, rather than the effective date of certification.</p>	<p>(continued from above)</p> <p>11/22/19: Section 1: Revised proposal increases across the board increase to officers with 5 years state employment (or those that reach 5 years) to \$3500, beginning on October 1, 2020.</p> <p>(continued below)</p>	<p>(continued from above)</p> <p>OPB costing estimate of Union proposal for \$300.00 pay increase for members who complete 40 hours of in-service training or 40 hours of an FDLE approved training class: Indeterminate. Need additional data regarding how many officers complete this training each year.</p> <p>OPB costing estimate of Union proposal for all CO Lieutenants, CO Captains, CPO Supervisors, and CPO Senior Supervisors who attend OIC meetings to receive additional \$300 per month: \$5.4 Million</p> <p>OPB costing estimate of Union proposal for an additional \$100 for each CPO who has obtained a masters degree or higher: Indeterminate. Need additional data regarding educational status of CPOs.</p>



**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
25 - Wages (continued from above)		(continued from above)  Section 5(A)d: Also adds that CPOs who have obtained a masters degree or higher receive an additional \$100 per month.	
26 - Uniform and Insignia	11/14/19: No Proposal.  11/22/19: Status Quo.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: The union proposes that agency provide at least three agency-approved polo shirts to all correctional officer classes.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	12/11/19: Union stated they reject the state's 11/22/19 proposal and will counter with inclusion of DOCs procedure 602.043, Uniforms, in contract language.
27 - Insurance Benefits	11/14/19: In accordance with Section 8 of the Governor's Recommended 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.	11/14/19: No Proposal.	11/14/19: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
28 - Travel Expenses	11/14/19: State proposes language to reflect that travel expenses shall be paid for authorized travel on state business as provided in section 112.061, Florida Statutes. Also provides for vouchers to be submitted to the person or office designated by the agency rather than by management.	11/14/19: No Proposal.	11/14/19: TA'd
29 - No Strike	11/14/19: Status Quo.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd
30 - Vacant	11/14/19: Status Quo.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	11/14/19: No Proposal.  11/22/19: No Proposal.  12/11/19: No Proposal.  1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
31 - Management Rights	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
32 - Entire Agreement	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd
33 - Savings Clause	11/14/19: Status Quo. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	11/14/19: No Proposal. 11/22/19: No Proposal. 12/11/19: No Proposal. 1/6/20: No Proposal.	1/6/20: TA'd

**Security Services Unit - State Personnel System**  
**Current Three-Year Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: January 6, 2020**  
**Negotiations for Fiscal Year 2020-2021 Successor Agreement**  
**Shaded = Closed/Tentative Agreement**  
*All Articles are Open for Negotiation*

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration	11/14/19: State counter proposal provides Article 25-Wages, Article 27-Insurance Benefits, and any other three articles as reopeners subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023. Also includes that in the instance where the State and Union fail to secure a successor (or reopener) Contract prior to the expiration date of this Contract, the current Contract shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor.	11/14/19: No Proposal.	11/14/19: TA'd

**Article 5**  
**PBA ACTIVITIES AND EMPLOYEE REPRESENTATION**

**SECTION 1 – Definitions**

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the PBA.

(B) The term “Staff Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to investigate grievances and to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the PBA has been selected as the employee’s representative.

(C) The term “Training Academies” as used in this Article, shall mean any location where training is conducted to meet initial certification requirements.

**SECTION 2 – Designation of Employee Representatives**

(A) The President of the PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of employees to be PBA Unit Representatives. The PBA shall furnish the state the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Unit Representative. The state shall not recognize an employee as an authorized PBA Unit Representative until such information has been received from the PBA.

**SECTION 3 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 4’x4’ for PBA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, employees. Once a location has been established, it shall not be moved without notice. Where the PBA currently maintains bulletin boards or bulletin board space,

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

that practice shall continue.

(B) The use of PBA bulletin board space is limited to the following notices:

- (1) Recreational and social affairs of the PBA
- (2) PBA meetings
- (3) PBA elections
- (4) Reports of PBA committees
- (5) PBA benefit programs
- (6) Current PBA Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Department of Management Services
- (9) Notices of wage increases for covered employees

(C) Materials posted on these bulletin boards shall not contain anything, which violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the state or any of its officers or employees.

(D) Postings must be dated and bear the signature of an authorized PBA representative.

(E) A violation of these provisions by a PBA Staff Representative or an authorized Unit Representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

#### **SECTION 4 – Information**

(A) Upon request of the PBA on no more than on a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include

**For the State**

**For PBA**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

employees' names, home addresses, work locations, classification titles, and other data elements as identified by the PBA that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state's policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than PBA business.

(C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance.

**SECTION 5 – Occupation Profiles and Rules**

(A) The state will maintain on the Department of Management Services' website the occupation profiles and the Rules of the State Personnel System.

(B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the PBA in writing of the proposed changes. This procedure shall not constitute a waiver of the PBA's right to bargain over such matters in accordance with Chapter 447, Part II, F.S., and applicable law. The PBA shall notify the Department of Management Services, in writing within ten calendar days of its receipt of written notification from the Department, of its comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the PBA to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

**SECTION 6 – Representative Access**

(A) The state agrees that accredited representatives of the PBA shall have access to the premises of the state which are available to the public.

(B) If any area of the state's premises is restricted to the public, permission must be

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

### **SECTION 7 – New Employee Orientation and Training Academies**

The PBA will be permitted a 15-minute presentation to address new employees at orientation and training academies. The PBA may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the PBA. A presentation may be made only once per academy class. The PBA President or designee will be notified 14 days in advance of new employee training whenever practicable.

### **SECTION 8 – Consultation**

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the PBA, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the PBA shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three PBA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place to be designated by the Agency Head or his designee after consulting with the PBA Staff Representative.

(C) Upon request by the designated PBA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated PBA Staff Representative, with not more than two PBA representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the PBA Staff Representative. A copy of all requests shall be served on both the agency and the PBA at their principal offices.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

worked. Attendance at a consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency activities affecting employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date.

(F) An agency shall prepare a written response to issues raised during a consultation meeting within 30 days after the date of the meeting.

**SECTION 9 – Negotiations**

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as Chief Executive Officer. While negotiating meetings shall normally be held in Tallahassee, the state and the PBA may agree to meet elsewhere at a state facility or other location which involves no rental cost to the state. There shall be no negotiation by the PBA at any other level of state government.

(B) The PBA may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on workdays immediately preceding or following a day of negotiations, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. An employee serving on the Negotiation Committee shall also be granted administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the PBA's Negotiation Committee shall not exceed 1000 hours. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

meetings or negotiating sessions.

(C) No more than two employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

**SECTION 10 – PBA Activities**

Employees shall have the right to request leave without pay, annual, or compensatory leave for the purpose of attending PBA conventions, conferences, and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and PBA to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of this Agreement.

(B) “Grievant” shall mean an employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, F.S., holiday observed by the PBA 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 Department of Management Services 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), Florida Administrative Code (F.A.C.).

**SECTION 2 – Election of Remedy and Representation**

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to PERC, the grievant or the PBA shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

on the grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Staff Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Staff Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

(C) If the grievant is not represented by the PBA, an adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to this Agreement. The PBA shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the PBA.

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) After a grievance is presented, no new violation or issue can be raised.

(C) The resolution of a grievance prior to its submission in writing to Arbitration shall not establish a precedent binding on either the PBA or the state in other cases.

(D) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(E) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the PBA.

(EF) Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.

**(1) Step 1**

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or the designated grievance representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

~~(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.~~

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it in writing to the Agency Head or designated representative within 10 days after receipt of the decision at Step 1. The grievance shall include a copy of the

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance.

(b) The Agency Head or designated representative may meet with the grievant and/or the grievant's representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

(d) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, and is not resolved at Step 2, the PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Section 3(F)(6), below, within 10 days after receipt of the Step 2 decision.

~~(d) — The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.~~

### (3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated PBA representative, or the grievant or his representative, if not represented by the PBA, may appeal the grievance by submitting it, in writing, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com within 15 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

(b) ~~\_\_\_\_\_~~ The Department of Management Services shall discuss the grievance with the PBA representative, or the grievant or representative if not represented by the PBA. 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. ~~the grievance form must contain the same information as the grievance filed at Step 1 above.~~

(bc) The Department of Management Services shall communicate a decision in writing to the grievant's ~~and his~~ representative within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 3 decision to the grievant.

(ed) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

~~(d) \_\_\_\_\_~~ The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

**(4) 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.

(b) ~~\_\_\_\_\_~~ If the mediation is unsuccessful in resolving the grievance, the PBA 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 PBA 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(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 or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 10 days following receipt of the decision at Step 3.

If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the President of the PBA or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C within 10 days after receipt of the decision at Step 2. If a contract language dispute

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

as described in (34) above, is not resolved at Step 3, the President of the PBA or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial step, the PBA refused to represent the grievant because he was not a dues-paying member of the PBA, the grievant may appeal the grievance to arbitration. 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. An appeal may also be transmitted via email to: [arbitration.coordinator@dms.myflorida.com](mailto:arbitration.coordinator@dms.myflorida.com); or by personal service or facsimile.

(b) The parties may, by agreement agree in writing to, submit related grievances for hearing before the same arbitrator.

(c) The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the PBA representative, schedule the arbitration hearing with the state and the PBA representatives and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the PBA in support of the grievance and written responses to it. If the grievant is not represented by the PBA, 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 his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee, and shall coordinate the arbitration hearing time, date, and location.

(d) 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. contact succeeding

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.~~

(e) At least ~~fifteen~~ 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 witness who has not been timely identified on the witness list may not testify at the hearing. 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.

(f) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing shall to be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The 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 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 may 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~representatives, attorneys, and witnesses. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration.~~ If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of section 3(F)(65)(c) of this Article to conduct a hearing on the substantive issue(s).

(g) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the PBA, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall transmit issue 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.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the state under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

c. ~~Which That~~ has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System unless such authority is modified by this Agreement; or

d. ~~That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.~~

6(h). The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards.

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back-pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the PBA is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in ~~(56)~~(d), above, and the rescheduled date.

(hi) 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.

(ij) 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 (i), 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).

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(jk) The PBA will not be responsible for costs of an arbitration to which it was not a party.

**SECTION 4 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the PBA where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the PBA by the written, agreed-to deadline does not alter the time limits for appealing a grievance to the next step.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

(D) The number of days indicated in each step described in this Article shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified within the procedures of each of the steps may be extended in writing by agreement of the parties. There shall be no retroactive extensions of time limits.

**SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance: (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is, at the same time, the subject of an administrative action, an appeal before a governmental board or agency, or a court proceeding.

(B) All grievances will be presented at Step 1, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(2) If the grievance arises from an agency action listed in Article 7(1)(A) 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 event giving rise to the grievance.

(3) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The PBA shall identify on the class-action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 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 event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position and therefore may be disciplined without a showing of cause may only file non-discipline grievances unless the processing of such grievances is further limited by specific provisions of this Agreement.

#### **SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, ~~the PBA~~ the parties may agree to request expedited arbitration of a grievance. ~~Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.~~

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(F)(5)(f), above, except that the arbitrator is designated by rotation from the list of permanent arbitrators. ~~is to be available to meet the requirements of the expedited procedures~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

provided in (3), below.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(~~E~~F)(5) of this procedure shall be applicable.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 7**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 – Discipline of Permanent Status Employees**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, F.S. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I.

(1) Such actions against employees with permanent status in their current position for disciplinary reasons may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable.

(2) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; the decision at that level shall be final and binding.

(B) As an alternative to the grievance procedure, an employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with PERC within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), F.S.

(C) Where a disciplinary action may be appealed to PERC and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

(D) For disciplinary suspensions, the following shall apply:

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall ~~have the option to~~ stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

(2) The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. The agency has sole discretion in making such determination. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

## **SECTION 2 – Discipline of Probationary Employees**

Pursuant to section 110.217(2), F.S., an employee who has not attained permanent status in his current position serves at the pleasure of the Agency Head in a probationary status and may be dismissed at the discretion of the Agency Head or designee. Pursuant to section 110.227(1), F.S., an agency may discipline or dismiss a probationary employee without a showing of cause.

## **SECTION 3 – Counseling**

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; ~~however, such~~ documentation may only be used within 12 months of the date of the counseling by the state at an administrative hearing ~~involving an employee's discipline~~ to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

## **SECTION 4 – Interrogation during Internal Investigations**

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In the course of any internal investigation, the interrogation methods employed will be consistent with sections 112.532 and section 112.533, F.S.

(A) Definitions

For the purpose of this section the following definitions of terms as used in section 112.532, F.S., shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) Procedures:

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the PBA shall be investigated by the agency. The agency shall provide the employee and the PBA with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, F.A.C. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off immediately. No employee shall remain on "no inmate contact" for more than a 90 day period, as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~operations of the work unit if the employee is returned to the original work location.~~

#### SECTION 5 – Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

#### SECTION 6 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), F.S.

#### SECTION 7 – Representation

Where PBA representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, ~~the~~ PBA representative steward ~~shall will be afforded~~ allowed a reasonable amount of ~~notice~~ accrued leave, other than sick leave, to attend such meetings, ~~subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned.~~ Where an employee is represented by a PBA Representative in a predetermination conference, the PBA Representative and the employee shall be notified of the disposition of the predetermination conference.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 10  
PROMOTIONS**

(A) The state and the PBA agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Broadband level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(B) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary, or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(C) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

**SECTION 2 – Procedures**

(A) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application process in the People First system at any time during the advertisement period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

(B) When an employee has been promoted pursuant to a request filed under this Article all other pending applications for promotion from that employee shall be canceled. No other applications for promotion may be filed by that employee under this Article for a period of 12 months following the employee's promotion.

### **SECTION 3 – Method of Filling Vacancies**

(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. (April 12, 2019)

### **SECTION 4 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the Agency Head and may be dismissed at the discretion of the Agency Head.

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.217(3), F.S., and, pursuant to this statutory provision, are not grievable.

### **SECTION 5 – Relocation Allowance**

An employee who is promoted and required by agency policy to relocate his residence shall

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

be granted time off with pay for one workday for this purpose. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

**SECTION 6 – Grievability**

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, which decision shall be final and binding.

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

## Article 10 PROMOTIONS

(A) The state and the PBA agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

~~(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.~~

### SECTION 1 – Definitions

As used in this Article:

(A) “Broadband level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(B) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary, or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(C) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

### SECTION 2 – Procedures

(A) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application process in the People First system at any time during the advertisement period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

(B) When an employee has been promoted pursuant to a request filed under this Article all other pending applications for promotion from that employee shall be canceled. No other applications for promotion may be filed by that employee under this Article for a period of 12 months following the employee's promotion.

### SECTION 3 – Method of Filling Vacancies

~~(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.~~

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

~~(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. (April 12, 2019)~~

### SECTION 4 – Status

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the Agency Head and may be dismissed at the discretion of the Agency Head.

~~(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.217(3), F.S., and, pursuant to this statutory provision, are not grievable.~~

### SECTION 5 – Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall

#### For the State

#### For the PBA

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

be granted time off with pay for one workday for this purpose. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

**SECTION 6 – Grievability**

~~(A) — The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, which decision shall be final and binding.~~

~~(B) — If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 10  
PROMOTIONS**

(A) The state and the PBA agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

(C) The state and the PBA agree to create a fair and unbiased promotional testing procedure to be effective no later than January 21, 2021.

**SECTION 1 – Definitions**

As used in this Article:

(A) “Broadband level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(B) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary, or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(C) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

**SECTION 2 – Procedures**

(A) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application process in the People First system at any time during the advertisement period. To be considered

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

for promotion, the employee must submit a new application for each promotional opportunity advertised.

(B) When an employee has been promoted pursuant to a request filed under this Article all other pending applications for promotion from that employee shall be canceled. No other applications for promotion may be filed by that employee under this Article for a period of 12 months following the employee's promotion.

**SECTION 3 – Method of Filling Vacancies**

(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. (April 12, 2019)

**SECTION 4 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the Agency Head and may be dismissed at the discretion of the Agency Head.

**(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.217(3), F.S., and, pursuant to this statutory provision, are not grievable.**

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 5 – Relocation Allowance**

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one workday for this purpose. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

**SECTION 6 – Grievability**

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including arbitration Step 3 of the Grievance Procedure, which decision shall be final and binding.

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 13**  
**SAFETY**

**SECTION 1 – Safety Committee**

~~(A) — It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment.~~

(BA) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

~~(CB)~~ Where management has not established a safety committee both the state and PBA shall work toward the establishment of one in each state-controlled facility.

**SECTION 2 – Employee Safety**

~~(A)~~ An employee who becomes aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

~~(B) — When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.~~

**SECTION 3 – Grievability**

~~Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the grievance procedure of the Agreement.~~

**SECTION 4 – Communicable Diseases**

~~(A) — In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.~~

~~(B) — Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~rules and regulations of the agency regarding the handling and testing of such materials.~~

~~(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.~~

**SECTION 5-3 – Correctional Probation Officer Safety**

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer’s person or secured in the official office lock-box immediately upon entering the probation and parole office.

**SECTION 6-4 – Personal Weapons**

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

- (1) Only one handgun per vehicle/per lockbox.
- (2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.
- (3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.
- (4) The lockbox cannot be placed in a metal toolbox on a truck.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer’s choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

(D) At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
Chief Negotiator

---

Date

---

Date

**Article 13**  
**SAFETY**

**SECTION 1 – Safety Committee**

(A) It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment.

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee both the state and PBA shall work toward the establishment of one in each state-controlled facility.

**SECTION 2 – Employee Safety**

(A) An employee who becomes aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

(B) When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

**SECTION 3 – Grievability**

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the grievance procedure of the Agreement.

**SECTION 4 – Communicable Diseases**

(A) In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.

(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

### **SECTION 5 – Correctional Probation Officer Safety**

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office.

### **SECTION 6 – Personal Weapons**

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
Chief Negotiator

---

Date

---

Date

(5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer's choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

(D) At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
Chief Negotiator

---

Date

---

Date

**Article 14**  
**PERFORMANCE EVALUATIONS**

(A) Employees shall be evaluated by their immediate supervisors, who shall be held accountable for such reviews. Performance reviews shall be conducted in accordance with Rule 60L-35, F.A.C., Performance Evaluation System.

(B) The parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be ~~contested~~grieved if it serves as the basis for discipline ~~suspension or dismissal~~.

(C) Any employee who has attained permanent status in his current position shall be provided a reasonable opportunity to correct performance deficiencies.

(D) The PBA shall be notified of any proposed changes to Agency performance evaluations prior to implementation.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 23**  
**HOURS OF WORK/OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. The Department of Corrections shall determine the normal workday for employees in a facility, institution, or functional work unit as follows: eight hours, eight and one-half hours, ten hours (for employees assigned to public or Department of Transportation work squads), twelve hours. When the Department determines a need exists to change the normal workday utilized in a facility, institution, or functional work unit, it shall notify the PBA in writing at least 90 calendar days in advance of the change. The PBA may then notify the Department of Corrections and the Department of Management Services in writing, within ten days of receiving such notice, that it requests bargaining over the impacts it identifies of the change in the normal workday on the terms and conditions of employment of the affected employees. Except for emergency circumstances, the normal workday is eight hours or 12 hours; the normal workday for Department of Corrections’ employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal workday may be a subject of negotiation at any time during the term of this agreement.

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Work beyond the normal workweek shall be recognized in accordance with the provisions of Rule 60L-34, F.A.C.

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to approve an employee’s specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(F) Absent a compelling need, an employee who is regularly scheduled to work ~~12-hour~~ any shifts shall not be required to work an extended workday of more than 16.5 continuous hours. Upon working an extended workday, the employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

## **SECTION 2 – Work Schedules, Vacation and Holiday Schedules**

(A) When the regular work schedules of an employee is ~~are~~ changed, the employee's<sup>2</sup> normal work schedules, showing ~~each~~ 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. The state and the PBA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee 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

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with Procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(F) Extended workdays for the Department of Corrections will be administered pursuant to Procedure 208.007 and staffing requirements for high vacancy institutions will be administered pursuant to Procedure 208.069. During the term of this Agreement the Agency shall provide each month a list of institutions operating under Procedure 208.069 and upon request a consultation on the application of this procedure. ~~Any proposed amendment to these procedures during the 2019-2020 contract year will be subject to collective bargaining prior to implementation.~~

(G) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Step 3 Management Representative shall be final and binding on all parties.

### **SECTION 3 – Rest Periods**

(A) No supervisor shall unreasonably deny an employee a 15-minute rest period during each four-hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can “rest” while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee’s late arrival on duty or early departure from duty.

**SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, F.A.C.

**~~SECTION 5 – Non-Required Work Time~~**

~~Employees shall not be required to volunteer time to the state.~~

**SECTION 65 – 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 the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

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 Credits Earned Prior to November 1, 2014, during the November 1, 2014, through October 31, 2015, "Pay As You Go" Pilot.~~

~~Pursuant to the provisions of the January 15, 2014, through June 30, 2015, collective bargaining agreement's Fiscal Year 2014-15 Reopener Agreement [Appendix E, Article 23, Section 6(B)], special compensatory leave credits earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015, through October 31, 2015, that remain unused at the end of each extension period (October 27, 2015, and April 28, 2016, respectively) shall be paid.~~

~~(D)~~ Special Compensatory Leave Earned on or After November 1, 2015.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections ~~(D)~~(1) and ~~(D)~~(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

of each time limit shall be paid at the employee's current regular hourly rate of pay.

(ED) 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);

(b) Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre 7/2012 leave balance (Leave Type 0055); ~~and~~

(c) Special compensatory leave credits earned during the November 1, 2014 through October 31, 2015, "Pay As You Go" Pilot; and

(ed) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section ~~65(DC)~~(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.

(23) Such credits shall be paid at the employee's current regular rate of pay.

**SECTION 76 – Compulsory Disability Leave**

An agency may require an employee to use accrued earned leave ~~credits~~ to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, F.A.C. If the medical examination confirms that the employee is able to perform assigned duties, any accrued earned leave required to be used by the employee prior to the results of the medical examination shall be changed to administrative leave-restored. If the employee did not have sufficient accrued leave and was is placed on leave without pay in non-pay status due to a lack of earned leave credits, the employee's leave without

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

pay may be changed to administrative leave paid as if he had worked; however, requests for such change payment shall be considered by the agency on a case-by-case basis.

**For the State**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Date

**For the PBA**

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

**Article 23**  
**HOURS OF WORK/OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

- (A) The normal hours of work for each full-time employee shall be as follows:
- 1) 8 hour workdays for Correctional Probation Officers (all classes) employed by the Department of Corrections, Correctional Officers (all classes) assigned the Administrative Shift, Correctional Officers (all classes) assigned to Secondary Shifts (swift shift), and Correctional Officers (all classes) assigned to Work Release Centers;
  - 2) 10 hour workdays for Correctional Officers (all classes) assigned to public or Department of Transportation work squads;
  - 3) 12 hour workdays (primary shift) for Correctional Officer (all classes) assigned to correctional institutions, hospitals, and annexes operated by the Florida Department of Corrections, The Agency for Persons with Disabilities, and The Department of Children and Family Services. ~~40 hours unless the employee is on an agency established extended work period. Except for emergency circumstances, the normal workday is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours.~~
- (B) Changes in work schedules, such as the numbers of hours worked, numbers of hours in a pay period, the length of shifts, and the starting and ending of shift times are all mandatory subjects of bargaining. Any proposed changes to this section must negotiated with the union.

~~The parties agree that the issue of the hours in a normal workday may be a subject of negotiation at any time during the term of this agreement.~~

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Work beyond the normal workweek shall be recognized in accordance with the

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

provisions of Rule 60L-34, F.A.C.

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) Absent a compelling need, an employee who is regularly scheduled to work 12-hour shifts shall not be required to work an extended workday of more than 16 continuous hours. Upon working an extended workday, the employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

## **SECTION 2 – Work Schedules, Vacation and Holiday Schedules**

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two-workweek schedule; however, the state will make a good faith effort to reflect a one-month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) For shifts, and shift changes the following shall apply:

(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the PBA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the state will schedule the employee to be off work for a minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with Procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(F) Extended workdays for the Department of Corrections will be administered pursuant to Procedure 208.007 and staffing requirements for high vacancy institutions will be administered pursuant to Procedure 208.069. During the term of this Agreement the Agency shall provide each month a list of institutions operating under Procedure 208.069 and upon request a

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

consultation on the application of this procedure. Any proposed amendment to these procedures during the 2019-2020 contract year will be subject to collective bargaining prior to implementation.

(G) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to ~~and including~~ arbitration. The decision of the arbitrator shall be final and binding on all parties.

### **SECTION 3 – Rest Periods**

(A) No supervisor shall unreasonably deny an employee a 15-minute rest period during each four-hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can “rest” while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee’s late arrival on duty or early departure from duty.

### **SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, F.A.C.

### **SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

### **SECTION 6 – Special Compensatory Leave**

(A) Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned only in the following instances:

#### **For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

#### **For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

(1) By an employee in the career service for work performed on a holiday as defined in section 110.117, F.S., or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Credits Earned Prior to November 1, 2014, during the November 1, 2014, through October 31, 2015, "Pay As You Go" Pilot.

Pursuant to the provisions of the January 15, 2014, through June 30, 2015, collective bargaining agreement's Fiscal Year 2014-15 Reopener Agreement [Appendix E, Article 23, Section 6(B)], special compensatory leave credits earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015, through October 31, 2015, that remain unused at the end of each extension period (October 27, 2015, and April 28, 2016, respectively) shall be paid.

(D) Special Compensatory Leave Earned on or After November 1, 2015.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections (D)(1) and (D)(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(E) Pay Provision for Special Compensatory Leave.

(1) Upon separation from the Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre 7/2012 leave balance (Leave Type 0055); and

(c) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 6(D)(3) of this Article.

(2) Such credits shall be paid at the employee's current regular rate of pay.

**SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, F.A.C. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

**Article 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 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 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), F.S.

**SECTION 3 – Performance Pay**

In accordance with Section 8 of the Governor’s Recommended 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, F.A.C.

**SECTION 4 – Discretionary Competitive Pay Adjustments**

In accordance with Section 8 of the Governor’s Recommended 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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.

**SECTION 5 – Other Pay Provisions – Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections’ employees to positions allocated to classifications or broadband levels listed in Appendix A of the

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

(A) Initial Appointment

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) ~~Upon~~ After being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed on the first day of the 28-day cycle following the date the employee passes the FDLE examination, ~~effective the date of certification.~~ Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

(D) Retention Pay Plan

(1) Effective July 1, 2020 a Retention Pay Plan shall be implemented providing a \$1,500 pay increase at two years of continuous service in one or a combination of the classification codes described below, and a \$2,500 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).

(2) Any current employees with two or more years of continuous service but less than five years of continuous service in one or a combination of the classification codes

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

described above as of July 1, 2020 are provided a \$1,500 pay increase, effective July 1, 2020. Any current employees in a classification code described above with five or more years of continuous service in one or a combination of the classification codes described above as of July 1, 2020 are provided a \$4,000 pay increase, effective July 1, 2020.

(3) Employees that meet the two or five year service thresholds after July 1, 2020, will receive the applicable increase upon reaching the required years of service.

**For the State**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Date

**For the PBA**

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

**Article 25**

**WAGES**

**SECTION 1 – General Pay Provisions**

All officer<sup>s</sup> in the bargaining unit will receive a \$1500 across the board wage increase on July 1, 2020. All officer with 5 years of state employment will receive an additional \$3500 increase to their base salary beginning on October 1, 2020.

The costs to provide the \$3,500 salary increase will be recurring as future employees reach the 5-year benchmark.

**SECTION 2 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 3 – Cash Payout of Annual Leave**

Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), F.S.

**SECTION 4 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.

**SECTION 5 – Competitive Pay Adjustments**

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- (A) In accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations Act, effective July 1, 2020:
- a. Training Instructors shall receive a \$2,000 yearly pay adjustment to his or her base salary. An officer qualifies as an instructor if he or she is FDLE certified and has taught at least 1 class in the last 12 months.
  - b. All members of the bargaining unit members that complete 40 hours of in-service training or 40 hours of a FDLE approved training class shall receive \$300.00 in the last pay cycle of each fiscal year.
  - c. Bargaining unit members who are the rank of Lieutenant (8011), Captain (8013), Correctional Probation Supervisor (8045), and Correctional Probation Senior Supervisor (8046) shall receive an additional \$300.00 per month for attendance at OIC meetings.
  - d. Correctional Probation Officers in classification codes who have attained Masters Degree, or higher from an accredited college, or university shall receive an additional \$100.00 per month.

#### **SECTION 6 – Other Pay Provisions – Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

- ##  
(A) Initial Appointment

The following shall apply to all employees who are appointed to a position with probationary status:

- (1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

PBA/Security Services Unit

UNION Proposal - Article # ~~[insert article #]~~ 25

Fiscal Year 2020-21

DATE: ~~[insert date]~~ November 22, 2019

Page 4 of 4

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For PBA**

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

**Article 26**  
**UNIFORM AND INSIGNIA**

**SECTION 1 – Uniform and Insignia for Correctional Officers and Institutional Security Specialists**

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females.

**SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists**

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry-cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

**SECTION 3 – Badges**

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge holders and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the

**For the State**

**For the PBA**

---

Mike Mattimore  
State's Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

correctional officer class “A” or “B” uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(C) The use of an issued badge as a credential for personal purposes is prohibited.

(D) Issued badges are considered state property and, except for retirement under specific conditions or death in the line of duty, are to be returned upon an employee’s termination of employment with the department or removal from a position in the Security Services Unit. Only badges, which are issued by the department, shall be used to conduct officially designated duties. Employees shall be responsible for reimbursing the department for any issued badge which is lost.

(E) Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee’s next of kin.

(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.

**SECTION 4 – Class “A” Uniforms**

Employees shall not be required to wear Class “A” uniforms while on hospital duty.

**For the State**

**For the PBA**

---

Mike Mattimore  
State’s Chief Labor Negotiator

---

Stephanie Dobson Webster  
General Counsel and Chief Negotiator

---

Date

---

Date

**Article 26**  
**UNIFORM AND INSIGNIA**

**SECTION 1 – Uniform and Insignia for Correctional Officers and Institutional Security Specialists**

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females. The state shall provide at least 3 agency approved polo shirts to all correctional officer classes.

**SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists**

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry-cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

**SECTION 3 – Badges**

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge holders and in accordance with department procedure.

**For the State**

**For PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "B" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(C) The use of an issued badge as a credential for personal purposes is prohibited.

(D) Issued badges are considered state property and, except for retirement under specific conditions or death in the line of duty, are to be returned upon an employee's termination of employment with the department or removal from a position in the Security Services Unit. Only badges, which are issued by the department, shall be used to conduct officially designated duties. Employees shall be responsible for reimbursing the department for any issued badge which is lost.

(E) Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee's next of kin.

(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.

#### **SECTION 4 – Class "A" Uniforms**

Employees shall not be required to wear Class "A" uniforms while on hospital duty.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

\_\_\_\_\_  
Stephanie Dobson Webster  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

PBA - Security Services Collective Bargaining Unit (08) Fiscal Year 2020-21 Wage Proposals		
Union/Issue	Estimated Cost for FY 2020-21	Comments
Provides all officers in the bargaining unit a \$1,500 across the board wage increase on July 1, 2020.	\$40.1M	Downloaded all positions in CBU 08 that were transferred into LAS/PBS as of 12/09/19. Calculated a \$1,500 increase for all FTE, both filled and vacant. The increase was applied to 20,148 FTE. Includes applicable retirement/FICA.
Provide all officers with 5 years of state employment with an additional \$3,500 increase beginning on October 1, 2020. Other employees would receive the additional \$3,500 upon meeting their 5-year benchmark.	\$33.1M	Using the download from above, identified those employees that will have five years of experience as of 6/30/21 based upon the "Continuous Service Date" field transferred from PeopleFirst. The definition of "Continuous Service Date" is "the date the employee has been continuously employed in a regular position without a break in service". Calculated a \$3,500 increase for those positions (9,518 FTE). Based on a 10/1 effective date, calculated 75% of the annual amount. Includes applicable retirement/FICA.
Provides training instructors a \$2,000 annual pay increase. An officer qualifies as an instructor if he or she is FDLE certified and has taught at least 1 class in the last 12 months.	TBD	Need additional data regarding how many officers annual meet these qualifications.
Provides all members of the bargaining unit that complete 40 hours of in-service training or 40 hours of a FDLE approved training class with a \$300.00 increase in the last pay cycle of each fiscal year.	TBD	Need additional data regarding how many officers complete this training each year.
Provides bargaining unit members who are the rank of Lieutenant (8011), Captain (8013), Correctional Probation Supervisor (8045), and Correctional Probation Senior Supervisor (8046) an additional \$300.00 per month for attendance at OIC meetings.	\$5.4M	Using the download from above, identified the number of filled FTE in the referenced classes (1,117 FTE). If all officers attended all monthly meeting, the additives would total \$4,021,200 annually (1,117 * \$3,600), which would increase to \$5,353,424 with retirement/FICA.
Provides Correctional Probation Officers who have attained Master Degrees, or higher from an accredited college or university an additional \$100.00 per month	TBD	Need additional data regarding how many CPO's have attained at least a Masters degree.