



Joint Select Committee on Collective Bargaining

Representative Stone, Co-Chair
Senator Powell, Co-Chair

Meeting Packet
Materials submitted by:
Department of Management Services

Thursday, February 23, 2017
4:00 PM
Morris Hall (17 HOB)



FLORIDA DEPARTMENT OF

management SERVICES

We serve those who serve Florida

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Rick Scott, Governor

Chad Poppell, Secretary

February 17, 2017

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

Re: Impasse of Fiscal Year 2017-2018 Collective Bargaining Negotiations between the State of Florida and Bargaining Agents Representing State Employees

Dear Members:

We have enclosed the materials requested by the Joint Committee on Collective Bargaining in its February 13, 2017, notice of a public hearing scheduled for February 23, 2017. The materials include an overview of the collective bargaining units and union membership, the state's notice of impasse to the Florida Legislature, state and union proposals currently at impasse for each bargaining unit, 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 561-3503, or Jim Parry, Assistant General Counsel for the Department of Management Services, at 414-7646.

Respectfully submitted,

Michael Mattimore
Chief Labor Negotiator

MM/jjp

Enclosures

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Ben Gibson, Deputy General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Deputy Director, Office of Policy and Budget
Tom Adams, Policy Chief, General Government Unit, Executive Office of the Governor
Chad Poppell, Secretary, Department of Management Services
Drew Atkinson, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Taylor Hatch, Sr. Director of Policy and Legislative Affairs, Department of Management Services
Collective Bargaining Agent Representatives

OVERVIEW OF COLLECTIVE BARGAINING UNITS
(Statistics for Represented Employees and Dues-Paying Members as of February 8, 2017)

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 47,636 represented employees; 1,311 dues-paying members.

Federation of Physicians and Dentists – SES Physicians Unit

Includes 147 physicians and senior physicians in the Selected Exempt Service; 16 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 1,171 non-professional supervisory employees in the Selected Exempt Service; 14 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 February 8, 2017)

State Employees Attorneys Guild – SES Attorneys Unit

Includes 749 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; 6 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 2,885 professional Career Service employees engaged in direct health care activities; 231 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, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

Florida State Fire Service Association – Fire Service Unit

Includes 576 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 181 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 1,161 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 435 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 1,602 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 798 dues-paying members.

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Represented Employees and Dues-Paying Members as of February 8, 2017)

Police Benevolent Association – Special Agent Unit

Includes 276 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; 165 dues-paying members.

Police Benevolent Association – Security Services Unit

Includes 17,597 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; 700 dues-paying members (The Public Employees Relations Commission certified the Police Benevolent Association to represent the Security Services Unit on December 16, 2016; it was previously represented by Teamsters Local Union No. 2011.). The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.

**Declaration of
Statutory Impasse**

Rick Scott, Governor

Chad Poppell, Secretary

February 8, 2017

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

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

Re: Notification of Collective Bargaining Impasse

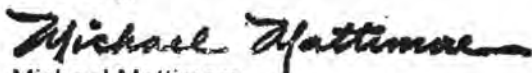
Dear President Negron and Speaker Corcoran:

As indicated in our letter of February 3, 2017, an impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees.

In accordance with section 447.403(5), Florida Statutes, we 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

Enclosures

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Ben Gibson, Deputy General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Deputy Director, Office of Policy and Budget
Tom Adams, Policy Chief, General Government Unit, Executive Office of the Governor
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Taylor Hatch, Sr. Director of Policy and Legislative Affairs, Department of Management Services
Collective Bargaining Agent Representatives

**American Federation of State, County, and Municipal Employees -
Human Services, Professional, Operational, and Administrative and Clerical
collective bargaining units
Negotiations for 2017–2020 Master Contract**

The State of Florida and the American Federation of State, County, and Municipal Employees have not yet reached agreement on the following articles in their negotiations for a 2017–2020 successor collective bargaining agreement.

Articles at Impasse as of February 8, 2017:

- 18 - Leaves of Absence, Hours of Work, Disability Leave
- 25 - Wages
- New Article: Method of Filling Vacancies

**The Federation of Physicians and Dentists –
Selected Exempt Service Physicians collective bargaining unit
Negotiations for 2017–2020 Agreement**

The State of Florida and the Federation of Physicians and Dentists – Selected Exempt Service Physicians have not yet reached agreement on the following articles in their negotiations for a 2017–2020 successor collective bargaining agreement.

Articles at Impasse as of February 8, 2017:

- Article 10 – Classification and Pay Plan
- Article 11 – Classification Review and Professional Practice Scope
- Article 18 – Wages
- Article 19 – Insurance Benefits

**The Federation of Physicians and Dentists –
Selected Exempt Service Supervisory Non-Professional collective bargaining unit
Negotiations for 2017–2020 Agreement**

The State of Florida and the Federation of Physicians and Dentists – Selected Exempt Service Supervisory Non-Professional have not yet reached agreement on the following articles in their negotiations for a 2017–2020 successor collective bargaining agreement.

Articles at Impasse as of February 8, 2017:

Article 11 – Classification and Pay Plan

Article 23 – Insurance Benefits

Article 25 – Wages

**Florida State Fire Service Association – Fire Fighters collective bargaining unit
Negotiations for 2017–2020 Agreement**

The State of Florida and the Florida State Fire Service Association have not yet reached agreement on the following articles in their negotiations for a 2017–2020 successor collective bargaining agreement.

Articles at Impasse as of February 8, 2017:

- 9 - Voluntary Reassignment, Transfer, Change in Duty Station and Promotions
- 23 - Hours of Work and Overtime
- 25 - Wages
- 27 - Uniforms

**Florida Nurses Association – Professional Health Care Unit
Negotiations for 2017-2020 Successor Agreement**

The State of Florida and the Florida Nurses Association have not reached agreement on the following articles in their negotiations for a 2017-2020 successor collective bargaining agreement:

Articles at Impasse as of February 8, 2017

- Article 23 – Hours of Work/Compensatory Time
- Article 24 – On-Call Assignment
- Article 25 – Wages
- Article 26 – Differential Pay
- Article 27 – Insurance Benefits

**Police Benevolent Association – Florida Highway Patrol Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2017-2020 successor collective bargaining agreement:

Articles at Impasse as of February 8, 2017

- Article 5 – Employee Representation and PBA Activities
- Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion
- Article 18 – Hours of Work, Leave and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

**Police Benevolent Association – Law Enforcement Unit
Negotiations for 2017-2020 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2017-2020 successor collective bargaining agreement:

Articles at Impasse as of February 8, 2017

- Article 5 – Employee Representation and PBA Activities
- Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion
- Article 18 – Hours of Work, Leave and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

**Police Benevolent Association – Special Agent Unit
Negotiations for 2017-2020 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2017-2020 successor collective bargaining agreement:

Articles at Impasse as of February 8, 2017

- Article 5 – Employee Representation and PBA Activities
- Article 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station
- Article 18 – Hours of Work, Leave and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

**Police Benevolent Association – Security Services Unit
Negotiations for 2017-2020 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2017-2020 successor collective bargaining agreement:

Articles at Impasse as of February 8, 2017

- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 9 – Lateral Action, Reassignment, Transfer, Change in Duty Station
- Article 10 – Promotions
- Article 13 – Safety
- Article 18 – Leaves of Absence
- Article 23 – Hours of Work/Overtime
- Article 26 – Uniform and Insignia
- Article 27 – Insurance Benefits
- Article 34 – Duration

**State Employees Attorneys Guild (affiliated with the Federation of Physicians and Dentists) - Selected Exempt Service Attorneys collective bargaining unit
Negotiations for 2017–2020 Agreement**

The State of Florida and the State Employees Attorneys Guild (affiliated with the Federation of Physicians and Dentists) Selected Exempt Service Attorneys bargaining unit have not yet reached agreement on the following articles in their negotiations for a 2017–2020 successor collective bargaining agreement.

Articles at Impasse as of February 8, 2017:

- 10 – Classification and Pay Plan
- 11 – Classification Review and Professional Practice Scope
- 18 – Wages
- 19 – Insurance Benefits

Florida State Fire Service Association
Fire Service Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 15, 2016
Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation
Shaded - Closed/Tentatively Agreed
Articles at Impasse: 9, 23, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/27/17: Status Quo	As of 1/27/17: None	1-27-17: Tentative agreement to State's status quo.
2 - Gender Reference	1/27/17: Status Quo	As of 1/27/17: None	1-27-17: Tentative agreement to State's status quo.
3 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1-27-17: Tentative agreement to State's status quo.
4 - No Discrimination	1/27/17: Status Quo	As of 1/27/17: None	1-27-17: Tentative agreement to State's status quo.
5 - Representation Rights	1/27/17: Status Quo	As of 1/27/17: None	1-27-17: Tentative agreement to State's status quo.
6 - Grievance Procedure	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
7 - Disciplinary Action	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
8 - Workforce Reductions	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	1/27/17: Revises language to reflect new structure of the People First system in relation to eliminating the request form for reassignment, lateral action, transfer, change in duty station, and method of applying to another position, promotion, etc.	2/1/17: Adds: "Reassignment shall mean the moving of an employee to a position in the same broadband level and same maximum salary but with <i>substantially specific</i> different duties."	The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station. 2/15/17: Impasse
10 - Occupation Profiles/Rules	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
12 - Personnel Records	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
13 - Health and Welfare	1/27/17: Eliminates spouse program in state group health insurance program effective 7/1/17.	As of 1/27/17: None	1/27/17: Tentative agreement to State's proposal.
14 - State Vehicles and Vessels	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
15 - Probationary Status	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
16 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
17 - Allowances and Reimbursements	1/27/17: Moves Section 2 - Competitive Area Differential (CAD) language to Article 25.	As of 1/27/17: None	1/27/17: Tentative agreement to State's proposal.
18 - Leaves of Absence	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
19 - Outside Employment	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
20 - Training and Education	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
21 - Committees	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
22 - Personal Property - Replacement and/or Reimbursement	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work and Overtime	1/27/17: Status Quo	11/21/16 - Adds new proposed Section 6(A) - All bargaining unit members will utilize the People First statewide system for documenting hours worked, tracking leave credits earned/used, and calculating overtime hours; Section 6(B) - All bargaining unit members will be responsible for their own data entry into the People First timesheet system, except in limited cases where supervisors make corrections or post on behalf of an employee unable to complete the timesheet; and, Section 6(C) - In the limited issues where it is not feasible for an employee to post their own time entries into the People First timesheet, a written explanation of detailed actions by the supervisor will be sent to the affected employee within a reasonable timeframe.	Parties are holding for further discussions. 2/15/17: Impasse
24 - On-Call Assignment, Call Back and Residency	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>1/27/17: Adds new Section 2, which provides a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as defined in Section 8 of the 2017-18 GAA.*</p> <p>Adds new Section 6 - Moves Competitive Area Differential (CAD) language from Article 17, Section 2.</p> <p>Renumbers the remaining sections.</p> <p>Updates to Fiscal Year 2017-18.</p>	<p>2/15/16 - Replaces Section 1 with: "General Wage Increase for Fiscal Year 2017-18"</p> <p>Section (1)(A) - Based on funding in the Fiscal Year 2017-18 General Appropriations Act, all employees in the unit shall receive a general wage increase in the amount specified by the legislature.</p> <p>Section 6 - Special Pay Issues - Identifies first paragraph as (6)(A).</p> <p>Adds (6)(B) - Unit members shall receive a 10% increase to the June 30, 2017 base rate of pay.</p> <p>Adds Section 7 - Competitive Area Differential (CAD)</p> <p>Adds Section (7)(A) - Moves the Competitive Area Differential (CAD) section from Article 17, Section 2.</p>	<p>1/11/17 - OPB Costing Estimate for Union's Proposal: Section 1(A): Indeterminate Section 6: \$2.37M Section 7(A): Indeterminate Section 8: Indeterminate</p> <p>2/10/17 - OPB Costing for Tier 1 and Tier 2 one-time, lump sum bonus awards for Fire Service bargaining unit (CBU11) positions, filled and unfilled: \$664,855 (includes benefits costs).</p> <p>2/15/17: Impasse</p>

Florida State Fire Service Association
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (cont)		Adds Section (7)(B) - "Agencies shall review existing CAD Salary additives triennial (every 3 years) and request increases or decreases to the Department of Management Services as needed to remain competitive with like positions within the city and county jurisdictions." Adds Section 8 - Hazard/Physical Hardship Duty pay Additive. Adds Section 8(A) - When hazardous situations or physical hardships exist, non-high-risk bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties. Adds Section 8(B) - Defines hazardous duty as "duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place."	
26 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Uniforms	1/27/17: Status Quo	11/21/16: Revises Section 3 - Non-Uniformed Employees - "All <i>Non-uniformed bargaining unit employees</i> shall receive a clothing allowance in the amount of \$250 annually."	1/11/17: OPB Costing estimate: \$4,750 2/15/17: Impasse
28 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
29 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
30 - Vacant	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
31 - Management Rights	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
32 - Entire Agreement	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.
33 - Savings Clause	1/27/17: Status Quo	As of 1/27/17: None	1/27/17: Tentative agreement to State's status quo.

Florida State Fire Service Association
Fire Service Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
34 - Duration	<p>1/27/17: Revises the term of Section 1(A) to reflect that the ratified agreement shall not expire until June 30, 2020. In addition to Article 25 - Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-19 and Fiscal Year 2019-2020.</p> <p>Section 2 - Changes delivery method to email or U.S. Mail (return-receipt requested) instead of registered or certified mail.</p>	As of 1/27/17: None	1/27/17: Tentative agreement to State's Proposal.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) “Reassignment” shall mean the moving of an employee:

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the Legislature directs otherwise.

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

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

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

(G) “Promotion” shall mean the changing of the classification of an employee to a broadband level having a higher maximum salary, or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(H) “Demotion” shall mean the changing of the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

SECTION 2 – Procedures Reassignment, Lateral Action, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station ~~or promotion~~ on the appropriate agency Request Form. Such requests shall indicate the broadband level(s), county(ies), duty station(s), and/or shift(s) to which the employee would like to be assigned. ~~When the employee requests a reassignment to a different position in a different broadband level, or a promotion, a State of Florida Employment Application Form must be completed and sent with the request form.~~

(B) An employee may submit an agency Request Form at any time; however, all such requests shall expire on ~~May 31~~ June 30 of each calendar year. Requests can be filed in ~~May-June~~ to become effective on June-July 1.

(C) All Request Forms shall be submitted to the agency head or designee who shall be responsible for furnishing a copy of each request to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, lateral action, transfer, or change in duty station, ~~or promotion.~~

(D) Except where a position is filled by demotion, or promotion ~~or where lateral action, transfer, or change in duty station is not in the best interests of the agency,~~ the management representative having hiring authority for the position shall give first consideration to those employees who have submitted an agency Request Form; provided, however, that employees whose requests are not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

SECTION 3 – Promotion

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

SECTION 4 - Procedures

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

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

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

(HD) If a Florida Forest Service position is not filled by demotion or by an employee with a Request Form on file, the hiring authority for the position shall give first consideration to Florida Forest Service employees who apply for the position in response to an advertised position. Job Opportunity Announcement. The parties agree, however, that the employee's work history and agency needs will be taken into consideration when making the hiring decision for the position.

SECTION 35 – Involuntary Reassignment, Lateral Action, Transfer or Change in Duty Station

Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, lateral action, transfer, or change in duty

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

station of any employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency, and in each case will take into consideration the needs and circumstances of the employee prior to taking such action.

SECTION 46 – Notice

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

SECTION 57 – Relocation Allowance

An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one work day for purposes of relocating his residence. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

SECTION 68 – Promotions Outside the Unit

The hiring authority shall carefully consider employee applicants when filling vacant supervisory positions at the level immediately above bargaining unit positions. The State will make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. However, the most qualified applicant will always be recommended by the hiring authority. This provision is not subject to the Article 6 grievance procedure.

SECTION 79 – Grievability

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

The provisions of this Article regarding voluntary reassignment, lateral action, transfer, change in duty station, promotion, and promotions outside the unit, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section ~~4(A)~~ ~~2(E)~~, and Section ~~3-5~~ may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

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

SECTION 1 – Definitions

Section 1(A) – Section 1(C) to remain status quo.

- (D) “Reassignment” shall mean the moving of an employee:
- (1) to a position in the same broadband level and same maximum salary but with substantially specific different duties;
 - (2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

ALL OTHER SECTIONS TO REMAIN STATUS QUO.

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for full-time employees, except as noted below, shall be 40 hours consisting of five eight hour days, or four ten- hour days, or a 28-day, 160-hour period. The normal work period for Department of Children and Families’ employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs’ employees shall be a 28-day, 212-hour period.

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

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

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

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. Where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 up to Step 2 of the procedure.

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When regular work schedules are changed, employees’ normal work schedules, showing each employee’s shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two workweek schedule; however, the state will make a good

For the State

For the FSFSA

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Date

Date

faith effort to reflect a one month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

(D) Where practical, vacation and holiday leave shall be scheduled in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during the holidays.

(E) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

For the State

For the FSFSA

Michael Mattimore
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Tommy Price
President and Chief Negotiator

Date

Date

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 – Work Day – Work Period

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer. The state will also make a good faith effort to schedule the work of an employee in a manner to minimize the extension of the employee’s workday beyond its scheduled hours, recognizing that such extensions may be necessary to address emergencies or to conserve staffing or other resources, as determined by the state.

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

SECTION 5 – Special Compensatory Leave

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

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

For the State

For the FSFSA

Michael Mattimore
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Tommy Price
President and Chief Negotiator

Date

Date

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

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

For the State

For the FSFSA

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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.

For the State

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Date

Date

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1-5 FSFSA Proposes Status Quo

NEW PROPOSED SECTION 6

- (A) All Bargaining unit members will utilize the People's First statewide system for documenting hours worked, tracking leave credits earned used, and calculating overtime hours.
- (B) All bargaining unit members will be responsible for their own data entry into the People's First timesheet system, except in limited cases where supervisors make corrections or post on behalf of an employee unable to complete the timesheet.
- (C) In the limited issues where it is not feasible for an employee to post their own time entries into the People First timesheet a written explanation of detailed actions by the supervisor will be sent to the affected employee within a reasonable timeframe.

State _____
Date _____

Union _____
Date _____

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year ~~2016~~²⁰¹⁷-~~2017~~²⁰¹⁸ General Appropriations Act and other provisions of state law.

SECTION 2 - Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

– Increase in Annual Base Salary

~~The 2016 Florida Legislature has provided, in Section 8(2)a of the 2016-2017 General Appropriations Act, for a \$2,000 increase in the annual base salary of employees of the Department of Agriculture and Consumer Services (DACCS), effective July 1, 2016, whose positions are classified in the following classifications contained in the Fire Service bargaining unit:~~

~~7609 – Forest Ranger~~

~~7610 – Senior Forest Ranger~~

~~6577 – Fire Fighter Rotorcraft Pilot~~

~~6570 – Single Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services)~~

~~6568 – Multi Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services)~~

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

For the State

For the FSFSA

Michael Mattimore
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Tommy Price
President and Chief Negotiator

Date

Date

In accordance with the authority provided in the Fiscal Year 20167-20178 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 20167-20178 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.

SECTION 6 – Competitive Area Differential

The Department of Management Services shall review Competitive Area Differential salary additive requests by agencies and determine appropriate differentials in accordance with Section 110.2035(7)(c), Florida Statutes and Rule 60L-32, Florida Administrative Code.

SECTION 67 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year 20167-20178 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the FSFSA

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Tommy Price
President and Chief Negotiator

Date

Date

Article 25 WAGES

SECTION 1 – General Wage Increase for Fiscal Year 2017-2018

(A) Based on funding in the Fiscal Year 2017-2018 General Appropriations Act all employees in the unit shall receive a general wage increase in the amount specified by the legislature.

SECTION 2 Status Quo with Fiscal year changes

SECTION 3 Status Quo with Fiscal year changes

SECTION 4 Status Quo with Fiscal year changes

SECTION 5 Status Quo with Fiscal year changes

SECTION 6 – Special Pay Issues

(A) 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 competitive pay adjustments to address retention, pay inequities, or other staffing issues

(B) To reduce critical inflammatory employee turnover and agency training expenses replacing employees annually, unit member positions shall receive a 10% increase to each position's June 30, 2017 base rate of pay.

SECTION 7 – Competitive Area Differential (CAD)

(A) The Department of Management Services shall review Competitive Area Differential salary additive requests by agencies and determine appropriate differentials in accordance with Section 110.2035(7)(c), Florida Statutes and Rule 60L-32, Florida Administrative Code.

(B) Agencies shall review existing Competitive Area Differential Salary additives triennial (every 3 years) and request increases or decreases to the Department of Management Services as needed to remain competitive with like positions within the city and county jurisdictions.

SECTION 8 – Hazard/ Physical Hardship Duty pay additive

(A) When hazardous situations or physical hardships exist, *non high risk bargaining unit members* will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties.

(B) Hazardous duty is defined as duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.

State _____
Date _____

Union _____
Date _____

Article 27
UNIFORMS

SECTION 1 – Uniform Allowance

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

SECTION 2 – Accessories

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

SECTION 3 – Non-Uniformed Employees

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
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Article 27
UNIFORMS

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State _____
Date _____

Union _____
Date _____

The Florida State Fire Service Association - CBU 11 Wage Proposals Fiscal Year 2017-2018		
Union/Issue	Estimated Cost	Comments
Article 25, Section 1 (A): Proposes that based on funding in the FY 2017-18 GAA, all employees in the unit shall receive a general wage increase in the amount specified by the Legislature.	Indeterminate	
Article 25, Section 6: Proposes that unit member positions shall receive a 10% increase to each position's June 30, 2017 base rate of pay.	\$2.37M	Calculation is based on a 10% increase on filled positions including benefits (579 FTE). LAS/PBS November 2016 data was the source for the calculation.
Article 25, Section 7: Proposes that when hazardous situations or physical hardships exist, non-high-risk bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties.	Indeterminate	
Article 27: Proposed all non-uniformed bargaining unit employees shall receive a clothing allowance in the amount of \$250 annually.	See comments	Based on the survey provided by DMS, there are 53 collective bargaining unit employees that are non-uniformed. The cost of providing 53 employees with a \$250 annual clothing allowance is \$13,250. The survey indicates that 34 of those are already receiving an allowance, leaving an increase of only \$4,750 for those not currently receiving one.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units - State Personnel System
Current One-Year Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 14, 2017
Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation
Shaded - Closed/Tentatively Agreed
Articles at Impasse: 18, 25

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
2 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
3 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
4 - No Discrimination	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
5 - Union Activities and Employee Representation	1/30/17: Section 2(D)(1) - Revises language to reflect that a Steward will not be allowed "to investigate the Steward's own grievance during the Steward's scheduled work hours." Section (2)(D)(2) - Clarifies "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."	1/30/17: Section 7(A)(B)(C) - Revises language to give the Union the ability to select <u>any</u> six employees to attend agency consultation meetings regardless of the employing agency. Removes the restriction of having only agency employees attend the consultation meetings.	1/30/17: Tentative agreement to State's Proposal.
6 - Grievance Procedure	1/30/17: Section 2(C)(1) - Clarifies language related to a Steward's time to investigate grievances "during scheduled work hours." Such time "shall be considered time worked..."	1/30/17: Section 2(C)(3) - Increase Steward's travel distance from 25 to 50 miles when representing a grievant.	1/30/17: Tentative agreement to State's Proposal.
7 - Discipline	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
8 - Workforce Reductions	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units - State Personnel System
Current One-Year Agreement Expires June 30, 2017

Status of Collective Bargaining Negotiations as of: February 14, 2017

Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation

Shaded - Closed/Tentatively Agreed

Articles at Impasse: 18, 25

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
10 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
11 - Classification Review	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
12 - Personnel Records	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
13 - Health and Safety	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
14 - Performance Review	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
15 - Length of Service Preference	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
16 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
17 - Vacant	1/30/17: Status Quo	As of 1-30-17: None	1/30/17: Tentative agreement to State's status quo.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units - State Personnel System
Current One-Year Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 14, 2017
Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation
Shaded - Closed/Tentatively Agreed
Articles at Impasse: 18, 25

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence, Hours of Work, Disability Leave	01/10/17: Section 6(E) - Special Compensatory Leave: Removes agencies' consideration of the employee's preference to serve the suspension or have leave deducted; provides agencies the sole discretion in making such determinations; provides language that says if the employee does not have sufficient special comp. leave to cover the entire suspension period, the agency may deduct annual leave to equal the remainder of the suspension period or require the employee to serve the suspension in full; removes the option of having any portion of a suspension used as "leave without pay" if the employee is required to work during the suspension period.	11/15/16: Section 6(C)(1) - Special Compensatory Leave - Proposes language to reflect that special compensatory leave would be "paid to the employee(s)" in lieu of being forfeited. Section 6(C)(2) Revise to reflect that employee(s) would be paid for special compensatory leave credits earned which are not used within <u>six</u> months, rather than within 120 days. Remove Section 6(C)(4) "No agency may make a payout of unused special compensatory leave credit earned on or after July 1, 2012."	1/11/17: Costing for payout of unused special compensatory leave credits - \$795,765. 2/15/17: Impasse
19 - Replacement of Personal Property	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
20 - Training	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
21 - Compensation for Temporary Special Duty in a Higher Position	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
22 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
23 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units - State Personnel System
Current One-Year Agreement Expires June 30, 2017

Status of Collective Bargaining Negotiations as of: February 14, 2017

Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation

Shaded - Closed/Tentatively Agreed

Articles at Impasse: 18, 25

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
24 - On-Call Assignment and Call-Back	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
25 - Wages	1/30-17: Adds new Section 2 , which provides a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as defined in the 2017-18 GAA* Renumbers remaining Sections. Updates all related sections to reflect the 2017-18 contract year.	11/15/16: Section 1(A) - Removes first sentence re: FY2013-14 GAA. Revises dates to FY2017-2018. Added new Section 2 - "General Wage Increase for FY 2017-18" to include Subsection (A) , Effective 7/1/17, full-time eligible employees shall receive an annual competitive pay adjustment of 4%; and Subsection (B) , which references to "eligible" employees and defines the eligibility date of a pay increase. Renumbers remaining Sections.	1/11/17: OPB Costing for 4% increase: \$78.8M. 2/10/17: OPB Costing for Tier 1 and Tier 2 bonus awards for AFSCME bargaining unit positions, filled and unfilled: Administrative/Clerical Unit - \$15,128,167 ; Operational Services Unit - \$3,056,300 ; Human Services Unit - \$8,280,205 ; and Professional Unit - \$32,257,389. Total cost for Tier 1 and Tier 2 bonus plan: \$58.7M. 2/15/17: Impasse
26 - Quality Service Through Partnership	1/30/17: Status Quo	As of 1-30-17: None	1-30-17: Tentative agreement to State's status quo.
27 - Health Insurance	1/30/17: Eliminate spouse program in state group health insurance program effective 7/1/17.	As of 1/30/17: None	1/30/17: Tentative agreement to State's proposal.
28 - Travel Expenses	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
29 - No Strike	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
30 - Vacant	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
31 - Management Rights	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
32 - Entire Agreement	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
33 - Savings Clause	1/30/17: Status Quo	As of 1/30/17: None	1/30/17: Tentative agreement to State's status quo.
34 - Duration	01/30/17: Revises Section 1 to reflect that the ratified agreement shall not expire until June 30, 2020. In addition to Article 25 - Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-19 and Fiscal Year 2019-2020. Section 2 - Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	As of 1/30/17: None	1/30/17: Tentative agreement to State's proposal.
New Article: Method of Filling Vacancies	As of: 1/30/17: Status Quo.	1/30/17: Proposes to add new Article, which would define policy and procedures when agencies fill vacancies. 2/17/17: Status Quo	2/17/17: Union agreed to withdraw the new article.

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
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Articles at Impasse: 18, 25

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> + Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. + Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> + Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier I measures). If the agency does not meet the Tier I measures, employees are not eligible for a Tier II bonus. + Employees meet Employee Eligibility Requirements. + The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> + The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

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

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Andre Madtes
Executive Director and
Chief Negotiator

Date

Date

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

(B) Where 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

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

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

SECTION 5 – 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

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Andre Madtes
Executive Director and
Chief Negotiator

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.

(1) 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) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Andre Madtes
Executive Director and
Chief Negotiator

Date

(B) Special Compensatory Leave Earned Prior to July 1, 2012. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the Agency Head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

(D) 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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Andre Madtes
Executive Director and
Chief Negotiator

Date

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.

(E) ~~An~~ ~~The~~ agency may ~~have deduct~~ special compensatory leave ~~from an employee's leave balance~~ 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. 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 to cover the entire suspension period, the agency may deduct annual leave to cover the remaining portions of the suspension or require the employee to serve the suspension in full.; 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 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

Andre Madtes
Executive Director and
Chief Negotiator

Date

Article 18

Leaves of Absence, Hours of Work, Disability Leave

Proposal:

SECTION 8-6 – Special Compensatory Leave

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

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

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special Compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be ~~forfeited~~ **paid to the employee**.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within ~~120 calendar days~~ **6 months** from the end of the work period in which the leave is credited shall be ~~forfeited~~ **paid to the employee**.

(3) Each agency shall schedule employees earning compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) ~~No agency may make a payout of unused special compensatory leave credit earned on or after July 1, 2012.~~

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

ALL OTHER SECTIONS OF THIS ARTICLE TO REMAIN UNCHANGED.

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year ~~2016~~⁷-~~2017~~⁸ General Appropriations Act and other provisions of state law.

SECTION 2 - Discretionary Performance-Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION ~~23~~ – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2016~~²⁰¹⁷-~~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 ~~34~~ – 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 ~~45~~ – Performance Pay

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Andre Madtes
Executive Director and
Chief Negotiator

Date

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION ~~5-6~~ – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Andre Madtes
Executive Director and
Chief Negotiator

Date

ARTICLE 25

Wages

Proposal:

SECTION 1 – General Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2013-14 General Appropriations Act.~~

Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-14 2017-2018 General Appropriations Act.

SECTION 2 – General Wage Increase for Fiscal Year 2017-18

(A) Effective July 1, 2017, full-time eligible employees shall receive an annual competitive pay adjustment of 4 %.

(B) References to “eligible” employees refer to employees who are, at a minimum, meeting the required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible but not retroactively. The competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee’s position.

SECTION ~~2~~ 3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in section 8 of 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 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 to emergency conditions from another area of the state that is not closed.

SECTION 3 ~~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 cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.

SECTION 45 - Performance Pay

In accordance with the authority provided in section 8 of the Fiscal Year 2017- 2018 General Appropriations Act, and from existing agency sources, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 6 - Savings Sharing Program

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

AFSCME Unit CBUs 01, 02, 03, and 05 Proposals with Fiscal Impact Fiscal Year 2017-2018		
Union/Issue	Estimated Cost	Comments
Article 18, Section 8(C): Provides for unused Special Compensatory leave credits shall be paid to the employee instead of forfeited.	\$795,765	Calculated by DMS by looking at bi-annual special compensatory leave forfeitures and the liability of the hours forfeited.
Article 25(A): Provides effective July 1, 2017, full-time eligible employees shall receive a cost of living adjustment of 4%.	\$78.8M	Calculation is based on a 4% increase on filled positions including benefits (52,758 FTE). LAS/PBS November 2016 data was the source for the calculation.

Police Benevolent Association
Florida Highway Patrol Unit - State Personnel System
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Articles at Impasse: 9, 18, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
2 - Gender Reference	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
3 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
4 - No Discrimination	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
5 - Employee Representation and PBA Activities	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>2/17/17: <u>Section 3(G)(5)(b)</u> - The State proposes that an arbitrator be selected from a panel of at least six arbitrators selected by the parties. Presently the panel consists of four arbitrators.</p> <p><u>Section 3(G)(5)(f)</u> - The State proposes that fees and expenses of the arbitrator shall be borne equally by both parties.</p>	<p>1/30/17: None</p>	<p><u>Section 3(G)(5)(b)</u> -The State's proposal to increase the arbitration panel to six arbitrators will expedite the arbitration scheduling process by adding two arbitrators to selection panel.</p> <p><u>Section 3(G)(5)(f)</u> - Presently, arbitrator fees are borne by the solely by the party who fails to prevail. The State's proposal for the parties to split arbitration fees is consistent with the provisions of the State's contracts with non-law enforcement bargaining units.</p> <p>2/17/17: The Union is presently taking the State's proposal under consideration.</p>
7 - Internal Investigations	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>
8 - Workforce Reductions	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<p>1/30/17: <u>Section 2</u> - Revised to reflect the discontinuation of the present People First Request Form for Reassignment, Lateral Action, Transfer, Change in Duty Station. Also, the State proposes that request forms expire at the end of the FY (June 30) rather than on May 31 of each year.</p> <p><u>Section 3</u> (new section) - The State proposes that 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, rather than submitting an agency form. The proposal requires employees to submit a new application for each promotional opportunity advertised to be considered for promotion.</p>	<p>1/30/17: None</p>	<p>The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station. The use of agency Request for Promotion forms that are kept on file from June 1 of each year to May 31 of the next year will be eliminated.</p> <p>2/17/17: Impasse</p>
10 - Disciplinary Action	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>
11 - Classification Review	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>
12 - Personnel Records	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>

Police Benevolent Association
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Articles at Impasse: 9, 18, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Safety	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
14 - Performance Review	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
15 - Seniority	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
16 - Employment Outside State Government	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
17 - Grooming Standards	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability	1/30/17: Status quo	<p>2/3/17: <u>New Section 5(D)(1)</u> - The Union proposes that employees not be required to adjust or otherwise modify their regular work schedule in anticipation of working excess hours during the work period.</p> <p><u>New Section 5(D)(2)</u> - The Union proposes that employees should be paid overtime for extra hours worked (if the agency has sufficient overtime funds available to pay for the time) and not be required to adjust their schedule in order to avoid payment of extra hours worked.</p> <p><u>New Section 11(A)</u> - The Union Proposes that officers be credited with a holiday equal to the hours in the employee's established workday if the holiday is observed on the officer's day off.</p>	<p><u>New Section 5(D)(1) & 5(D)(2)</u> - Management must retain its right to minimize overtime costs. In order to manage overtime costs, management must have the flexibility to adjust work hours throughout the work period. Because agencies are unable to predict future events that may require significant overtime funds, agencies have an obligation to actively manage overtime costs and maintain reserve funds to utilize during unforeseen circumstances.</p> <p><u>New Section 11(A)</u> - All employees receive holiday credits equal to the hours they are scheduled to work on a holiday or 8 hours, whichever is greater. In an effort to help mitigate the differences in holiday credits employees receive throughout the year due to varying work schedules, when employees are off on the holiday, they are all credited with 8 hours.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job- Connected Disability (continued)		New Section 11(B) - The Union proposes that an employee be credited with a holiday equal to the hours in the employee's established workday, regardless of whether the said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.	New Section 11(B) - Employees are credited with holiday hours equal to the employee's established workday (or eight hours, whichever is greater). However, leave used during the work period must be offset prior to special compensatory leave being earned pursuant to Rule 60L-34.0032(4), F.A.C. Previous agreements did not require sick leave and administrative leave related to negotiations to be offset with holiday credits which resulted in special compensatory leave accruals. Removal of these provisions was imposed by the Legislature in the 2013-14 contracts to better manage the further accrual of special compensatory leave liability. 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/17/17: Impasse

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Personal Property – Replacement and/or Reimbursement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
20 - Training and Education	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
21 - Compensation for Temporary Special Duty in Higher Level	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
22 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
23 - Equipment	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
24 - On-Call Assignment – Call- Back – Court	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>1/30/17: <u>Section 2</u> - The State proposes a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as outlined in the 2017-18 Governor's budget recommendations. *</p> <p><u>Section 3</u> - The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.</p>	<p>2/3/17: <u>Section 1(A)</u> - The Union proposes, effective 7/1/17, the minimum starting salary for bargaining unit classifications be increased by \$10,000.</p> <p><u>Section 1(B)</u> - The Union proposes, effective 7/1/17, all bargaining unit employees receive a \$10,000 increase to their annual base rate of pay.</p> <p><u>Section 1 (C)</u> - The Union proposes, effective 10/1/17, the State "match" the amount recieved by bargaining unit employees participating in the State Salary Incentive program provided for in Section 943.22 F.S.</p> <p><u>Section 6</u> - The Union proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).</p>	<p>The Union contends that their wage proposal will attract and retain quality law enforcement personnel to serve the State's citizens and is designed to enhance the professionalism of unit employees, increase their competitive wage status with other law enforcement personnel throughout the state and retain the employees in order to provide long-term service to the State and its citizens.</p> <p>2/14/17: OPB costing estimate of Union's proposals - <u>Section 1(A)</u> - \$2,612,907 <u>Section 1 (B)</u> - \$20,674,230 <u>Section 1 (C)</u> - \$592,920 <u>Section 6</u> - \$716,377</p> <p>2/10/17: <u>Section 2</u> - OPB costing estimate for Tier 1 and Tier 2 bonus awards, filled and unfilled positions - \$1,921,763 (includes benefits costs)</p> <p>2/17/17: Impasse</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)			2/16/17: OBP costing estimate of State's proposal for a a competitive pay adjustment of five percent (5%) - \$4,770,515 2/17/17: Impasse
26 - Uniforms and Accessories	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
27 - Insurance Benefits	1/30/17: Eliminates spouse program in State Health Insurance program effective July 1, 2017.	11/10/16: <u>Section 1</u> - The Union proposes the continuation of the current benefits structure with no increase to premiums paid by employees. 2/3/17: <u>New Section 3</u> – The Union proposes that discussions with the Department of Management Services take place prior to 12/1/17 to establish a health saving account or similar program upon retirement.	2/3/17: The Union proposes the program be funded by sums derived from unused sick leave hours of employees paid by the State 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/17/17: Impasse
28 - Travel Expenses	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
29 - Drug Testing	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
30 - No Strike	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
31 - State Personnel System Rules	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
32 - Management Rights	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
33 - Entire Agreement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
34 - Savings Clause	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
35 - Duration	1/30/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 –Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020. Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	1/30/17: None	2/1/17: The Union tentatively agrees to the State's proposal.
36 - Awards	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier 1 bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

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 which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

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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 the Florida Public Employees Relations Commission, 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, any adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance. 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 e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

For the State

For the PBA

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

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

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

(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,

For the State

For the PBA

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submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the 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.

(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 limits, it shall be deemed a denial.

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a 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 submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of

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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 represented by the PBA. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. 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) 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.

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(b) The arbitrator shall be one person from a panel of at least six ~~four~~ 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 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.

(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 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, 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

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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).

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

1. The arbitrator shall issue a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

b. Limiting or interfering in any way with the power, duties and responsibilities of the state under its Constitution, applicable law, and rules and regulations having

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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 solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.~~

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(i) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 – Time Limits

For the State

For the PBA

Mike Mattimore
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Date

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(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 the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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 in

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accordance with the provisions set forth herein, within 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of ~~four~~ permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The 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.

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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 which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

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(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the 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, any adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance. 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 e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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(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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

(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 his designated representative shall submit to the Step 1 Management Representative a grievance form as

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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.

(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 limits, it shall be deemed a denial.

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a 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 submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 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

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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 DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. 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) 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.

(b) The arbitrator shall be one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall

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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 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.

(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 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, 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

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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 a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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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 solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(i) The 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

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to the next step. The state will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by written agreement.

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

SECTION 5 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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 in accordance with the provisions set forth herein, within 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The 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.

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) “Reassignment” shall mean moving an employee;

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

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(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

(G) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(H) “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 – Employee Request for Reassignment, Lateral Action, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station on the appropriate agency Request Form. Such requests shall indicate the county(ies), duty station and/or shift(s) to which the employee would like to be assigned. ~~When the employee requests reassignment, a State of~~

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~~Florida Employment Application Form must be completed and sent with the appropriate Request Form.~~

(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 Agency Head or designee who shall be responsible for furnishing a copy of each Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

(D) Except where a position is filled by demotion, or where reassignment, lateral action, transfer, or change in duty station is not in the best interests of the agency, the management representative having hiring authority for that position shall give first consideration to those employees who have submitted a Request Form; provided, however, that employees whose Request-request Form form is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

SECTION 3 – Employee Request for Promotion

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 advertising period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

SECTION 4 – General Procedures

(~~A~~E) Provided the appointment is in the best interest of the agency, 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 an agency Request Form or application on file for the county in which the vacant position exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision

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as to whether or not the employee with the greatest length of service in the broadband level will be placed in the position.

(BF) If the employee with the greatest length of service in the broadband level is not selected for the position, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(CG) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station ~~been appointed pursuant to a Request filed under this Article~~, all other pending ~~Requests~~ requests from that employee 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 of reassignment, lateral action, transfer, or change of duty station pursuant to a Request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to file another request for a period of 12 months from the date the employee declined the offer, ~~for consideration for assignment to the county(ies) and/or shift(s) declined, for a period of 12 months.~~

(HD) 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.

(IE) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the agency will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any ~~Request-request Forms-forms~~ on file for the county in which the agency need exists.

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

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(K) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, shift changes, transfers, or changes in duty station of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

SECTION 3.5 – Relocation Allowance

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

SECTION 4.6 – Request to Take Promotional Test

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If an agency has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request-request to Take Test Form to the agency in which the promotional position is located that he wishes to be considered for promotional vacancies. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. If the request is for promotion to a position in the same agency, the employee's eligibility for the occupational level shall be made from information in the employee's personnel file. If the request is for a promotion to a position in any agency other than the agency in which the employee is currently employed, a State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration. In such cases, the employee's eligibility shall be determined by the agency by the use of this completed application. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

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(B) An employee may submit a request to take a promotional test where established by an agency at any time; however, all such requests must be filed every two years and must be received in the agency personnel office no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If an agency has established a promotional test, by January 15 of each calendar year, the central personnel office of each agency shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, each agency shall furnish to those eligible employees whose test requests are on file in that agency, a copy of the "NOTICE OF PROMOTIONAL TEST". The respective agency shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the agency will be eligible to take the promotional test.

(E) Each agency that has established a promotional test and administers a written test shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 5-7 – Test Standards and Criteria

(A) The respective agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the respective agency within five days after the date of the test.

SECTION 6-8 – Promotional Lists

(A) If the agency does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the agency may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores, the agency shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If an agency utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7-9 – Method of Filling Positions

(A) Except where a vacancy is filled by demoting an employee or by reassignment or lateral action, any person who is to be selected for a position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the position. However, an agency shall have the discretion to fill a position from only the highest five numerical scores of employees contained on the agency's promotional list. Agencies shall attempt to fill positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending ~~Request-request~~ ~~Forms-forms~~ on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent an agency from filling a position in a manner meeting the agency's needs.

SECTION 8-10 – Grievability

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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION ~~9-11~~ – Promotions Outside the Unit

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

SECTION ~~10-12~~ – Probationary Status on Promotion

(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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
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Article 9
**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION,
AND PROMOTION**

Employees who have attained permanent status in their current position shall have the opportunity to request reassignment, lateral action, transfer or change in duty station to vacant positions within the DHSMV, and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) “Reassignment” shall mean moving an employee;

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

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(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

(G) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(H) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

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

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station on the appropriate Request Form. Such requests shall indicate the county(ies), duty station and/or shift(s) to which the employee

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would like to be assigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the appropriate Request Form.

(B) An employee may submit a 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 Agency Head or designee who shall be responsible for furnishing a copy of each Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

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

(E) Provided the appointment is in the best interest of the agency, 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 vacant position exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the broadband level will be placed in the position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(G) When an employee has been 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

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employee will not be eligible for consideration for assignment to the county(ies) and/or shift(s) declined, for a period of 12 months.

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

(I) Nothing contained in this Agreement shall be construed to prevent the DHSMV, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the DHSMV will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any Request Forms on file for the county in which the agency need exists.

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

(K) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, shift changes, transfers, or changes in duty station of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

SECTION 3 – Relocation Allowance

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

For the State

For the PBA

Mike Mattimore
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SECTION 4 – Request to Take Promotional Test

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If the DHSMV has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate that he wishes to be considered for promotional vacancy. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. The employee's eligibility for the occupational level shall be determined from information in the employee's personnel file. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

(B) An employee may submit a request to take a promotional test where established by the DHSMV at any time; however, all such requests must be filed every two years and must be received in the agency personnel office by no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If the DHSMV has established a promotional test, by January 15 of each calendar year the DHSMV central personnel office shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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(5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, the DHSMV shall furnish to those eligible employees whose test requests are on file in the agency, a copy of the "NOTICE OF PROMOTIONAL TEST". The DHSMV shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the DHSMV will be eligible to take the promotional test.

(E) The DHSMV, if it has established a promotional test and administers a written test, shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

SECTION 5 – Test Standards and Criteria

(A) The DHSMV shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the DHSMV within five days after the date of the test.

SECTION 6 – Promotional Lists

(A) If the DHSMV does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their

For the State

For the PBA

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relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the DHSMV may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores the DHSMV shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If the DHSMV utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7 – Method of Filling Positions

(A) Except where a vacancy is filled by demoting an employee or by reassignment or lateral action, any person who is to be selected for a position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the position. However, the DHSMV shall have the discretion to fill a position from only the highest five numerical scores

For the State

Mike Mattimore
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For the PBA

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of employees contained on the DHSMV's promotional list. The DHSMV shall attempt to fill positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request Forms on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent the DHSMV from filling a position in a manner meeting the agency's needs.

SECTION 8 – Grievability

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance weight shall be given to the needs of the agency against the hardship on the employee.

SECTION 9 – Promotions Outside the Unit

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

SECTION 10 – Probationary Status on Promotion

(A) An employee appointed to a position, 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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Date

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Article 18 2016 Legislative Impasse Resolution
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 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

(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

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Date

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(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.

(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

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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 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

For the State

For the PBA

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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 60L-34, 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 Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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For the PBA

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(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 work hour period, the employee may supplement the Workers' Compensation benefits with accrued leave in an amount necessary to remain in full-pay status.

(I) 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, Florida Administrative Code. The Department shall 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

For the State

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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 – 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

ARTICLE 18
LEAVE-HOLIDAYS

Proposal is drawn to:

FHP: Article 18, New Section 11

LEO: Article 18, New Section 11

SA: Article 18, New Section 1

New Section 11 [Section 1 in SA Agreement]

Section 11 – Holidays: Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

ARTICLE 18
HOURS OF WORK-OVERTIME

Proposal is drawn to:

FHP: Article 18, New Section 5(D)

LEO: Article 18, New Section 5(D)

SA: Article 23, New Section 1(E)

New Section 5(D) [SA: New Section 1(E)]

- (D)(1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.

Article 25 *2016-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 2017-2018 General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION 3 – Competitive Pay Adjustments

Effective July 1, 2017, all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay.

SECTION 2-4 – 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 3-5 – Cash Payout of Annual Leave

Permanent-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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 46 – 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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 57 – Discretionary Competitive Pay Adjustments

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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25 *2016 Legislative Impasse Resolution*
WAGES

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

~~Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.~~

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018

General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

Effective January 1, 2018, the State and its agencies shall implement the Structured Professional Level Pay Plan which shall be available only to bargaining unit employees in accordance with the terms of the program as outlined in Appendix D.

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 27 2016-Legislative Impasse-Resolution
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27 ~~2016 Legislative Impasse Resolution~~
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year ~~2016-2017~~2017-2018.

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

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

New Section 3

Prior to December 1, 2017, DMS and the PBA shall meet and discuss establishing a health saving account or a similar program to be available to unit employees upon their retirement from the State. The program would be funded by sums derived from unused sick leave hours of the employee and paid by the State. Meetings to discuss this program shall be treated as negotiations between the State and PBA, pursuant to Article 5, Section 9.

Tiered Bonus Summary

Tier 1	GR	TF	Total	FTE
12 - State Highway Patrol	-	965,710	965,710	1,795.00
Tier 2 (99% of Tier 1)	GR	TF	Total	
12 - State Highway Patrol	-	956,053	956,053	

Law Enforcement 5% Pay Increase

The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.

CBU	Amount
06 - Law Enforcement	\$3,410,325
10 - Special Agent	\$1,001,550
12 - Florida Highway Patrol	\$5,065,960

**Police Benevolent Association (PBA) - Florida Highway Patrol (CBU 12) Wage Proposals
Fiscal Year 2017-2018**

Union/Issue	Estimated Cost	Comments
Article 25, Section 1: Provides for a 8.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2017.	\$7,059,446	Calculation is based on filled positions including benefits (1,625). LAS/PBS November 2016 data was the source for the calculation.
Article 25, Section 6: Provides for a Career Path Pay Plan providing tiered increases (3-4 yrs= 5%, 5-6 yrs=10%, 7-9 yrs=15%, 10+ yrs =20%) on each CBU employee's base rate of pay, effective October 1, 2017.	\$11,759,770	Calculation is based on eligible positions (filled for over 3 years) including benefits (1,388). People First as of December 21, 2016 was used for agency hire date and base salary rate.
Article 25, Section 1 (A): Increase the minimum starting salary for bargaining unit classifications in the amount of \$10,000.	\$2,612,907	Calculation is based on vacant positions including benefits (201). PeopleFirst data as of January 31, 2017 was the source of the position data.
Article 25, Section 1 (B): Increase the annual base rate of pay for all bargaining unit employees by \$10,000.	\$20,674,230	Calculation is based on filled positions including benefits (1,594). PeopleFirst data as of January 31, 2017 was used as the source of position data.
Article 25, Section 1 (C): Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in section 943.22, Florida Statutes.	\$592,920	DMS-PeopleFirst provided a listing of CJIP recipients and their gross monthly incentive amount by position and CBU. The monthly incentive amount for CBU 12 was \$65,880. This monthly amount was multiplied by 9 to generate the estimated cost to "match" the existing incentive effective October 1, 2017.
Article 25, Section 6: Proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).	\$716,377	Calculation is based on filled positions that will achieve their 4th (138), 8th (58), 12th (47), or 16th (60) anniversary date during Fiscal Year 2017-18. An increase of 2% was applied to employees reaching their 4th anniversary, and 5% was applied to those at their 8th, 12th, or 16th anniversary. The percentages were applied to the annual salary after the increase in Section 1(B). 99% of the calculated total is provided, based on the assumption that 1% will not achieve the performance requirements. The cost includes benefits and represents a full fiscal year. PeopleFirst data as of January 31, 2017 was used as the source of the position data.

PBA – Law
Enforcement Unit

Police Benevolent Association
Law Enforcement Unit - State Personnel System
Current Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 16, 2017
Negotiations for Fiscal Year 2017-20 Successor Agreement - ALL Articles Open for Negotiation
Shaded = Closed/Tentative Agreement
Articles at Impasse: 9, 18, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
2 - Gender Reference	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
3 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
4 - No Discrimination	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
5 - Employee Representation and PBA Activities	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>2/17/17: <u>Section 3(G)(5)(b)</u> - The State proposes that an arbitrator be selected from a panel of at least six arbitrators selected by the parties. Presently the panel consists of four arbitrators.</p> <p><u>Section 3(G)(5)(f)</u> - The State proposes that fees and expenses of the arbitrator shall be borne equally by both parties.</p>	1/30/17: None	<p><u>Section 3(G)(5)(b)</u> - The State's proposal to increase the arbitration panel to six arbitrators will expedite the arbitration scheduling process by adding two arbitrators to selection panel.</p> <p><u>Section 3(G)(5)(f)</u> - Presently, arbitrator fees are borne by the solely by the party who fails to prevail. The State's proposal for the parties to split arbitration fees is consistent with the provisions of the State's contracts with non-law enforcement bargaining units.</p> <p>2/17/17: The Union is presently taking the State's proposal under consideration.</p>
7 - Internal Investigations	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
8 - Workforce Reductions	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

Police Benevolent Association
Law Enforcement Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<p>1/30/17: Section 2 - Revised to reflect the discontinuation of the present People First Request Form for Reassignment, Lateral Action, Transfer, Change in Duty Station. Also, the State proposes that request forms expire at the end of the FY (June 30) rather than on May 31 of each year.</p> <p>New Section 3 - The State proposes that 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, rather than submitting an agency form. The proposal requires employees to submit a new application for each promotional opportunity advertised to be considered for promotion.</p>	<p>1/30/17: None</p>	<p>The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station. The use of agency Request for Promotion forms that are kept on file from June 1 of each year to May 31 of the next year will be eliminated.</p> <p>2/17/17: Impasse</p>
10 - Disciplinary Action	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>
11 - Classification Review	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>
12 - Personnel Records	<p>1/30/17: Status quo</p>	<p>1/30/17: None</p>	<p>1/30/17: The Union tentatively agrees to the State's status quo.</p>

Police Benevolent Association
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Safety	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
14 - Performance Review	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
15 - Seniority	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
16 - Employment Outside State Government	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
17 - Grooming Standards	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability	1/30/17: Status quo	<p>2/3/17: <u>New Section 5(D)(1)</u> - The Union proposes that employees not be required to adjust or otherwise modify their regular work schedule in anticipation of working excess hours during the work period.</p> <p><u>New Section 5(D)(2)</u> - The Union proposes that employees should be paid overtime for extra hours worked (if the agency has sufficient overtime funds available to pay for the time) and not be required to adjust their schedule in order to avoid payment of extra hours worked.</p> <p><u>New Section 11(A)</u> - The Union Proposes that officers be credited with a holiday equal to the hours in the employee's established workday if the holiday is observed on the officer's day off.</p>	<p><u>New Section 5(D)(1) & 5(D)(2)</u> - Management must retain its right to minimize overtime costs. In order to manage overtime costs, management must have the flexibility to adjust work hours throughout the work period. Because agencies are unable to predict future events that may require significant overtime funds, agencies have an obligation to actively manage overtime costs and maintain reserve funds to utilize during unforeseen circumstances.</p> <p><u>New Section 11(A)</u> - All employees receive holiday credits equal to the hours they are scheduled to work on a holiday or 8 hours, whichever is greater. In an effort to help mitigate the differences in holiday credits employees receive throughout the year due to varying work schedules, when employees are off on the holiday, they are all credited with 8 hours.</p>

Police Benevolent Association
Law Enforcement Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Hours of Work, Leave and Job-Connected Disability (continued)		<u>New Section 11(B)</u> - The Union proposes that an employee be credited with a holiday equal to the hours in the employee's established workday, regardless of whether the said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.	<u>New Section 11(B)</u> - Employees are credited with holiday hours equal to the employee's established workday (or eight hours, whichever is greater). However, leave used during the work period must be offset prior to special compensatory leave being earned pursuant to Rule 60L-34.0032(4), F.A.C. Previous agreements did not require sick leave and administrative leave related to negotiations to be offset with holiday credits which resulted in special compensatory leave accruals. Removal of these provisions was imposed by the Legislature in the 2013-14 contracts to better manage the further accrual of special compensatory leave liability. 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/17/17: Impasse

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Personal Property – Replacement and/or Reimbursement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
20 - Training and Education	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
21 - Compensation for Temporary Special Duty in Higher Level	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
22 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
23 - Equipment	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
24 - On-Call Assignment – Call-Back – Court	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

Police Benevolent Association
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Articles at Impasse: 9, 18, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>1/30/17: <u>Section 2</u> - The State proposes a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as outlined in the 2017-18 Governor's budget recommendations. *</p> <p><u>Section 3</u> - The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.</p>	<p>2/3/17: <u>Section 1(A)</u> - The Union proposes, effective 7/1/17, the minimum starting salary for bargaining unit classifications be increased by \$10,000.</p> <p><u>Section 1(B)</u> - The Union proposes, effective 7/1/17, all bargaining unit employees receive a \$10,000 increase to their annual base rate of pay.</p> <p><u>Section 1 (C)</u> - The Union proposes, effective 10/1/17, the State "match" the amount received by bargaining unit employees participating in the State Salary Incentive program provided for in Section 943.22 F.S.</p> <p><u>Section 6</u> - The Union proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).</p>	<p>The Union contends that their wage proposal will attract and retain quality law enforcement personnel to serve the State's citizens and is designed to enhance the professionalism of unit employees, increase their competitive wage status with other law enforcement personnel throughout the state and retain the employees in order to provide long-term service to the State and its citizens.</p> <p>2/14/17: OPB costing estimate of Union's proposals - <u>Section 1(A)</u> - \$1,847,619 <u>Section 1 (B)</u> - \$14,925,394 <u>Section 1 (C)</u> - \$571,725 <u>Section 6</u> - \$585,925</p> <p>2/10/17: <u>Section 2</u> - OPB costing estimate for Tier 1 and Tier 2 bonus awards, filled and unfilled positions - \$1,387,524 (includes benefits costs)</p>

Police Benevolent Association
Law Enforcement Unit - State Personnel System
Current Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 16, 2017
Negotiations for Fiscal Year 2017-20 Successor Agreement - ALL Articles Open for Negotiation
Shaded = Closed/Tentative Agreement
Articles at Impasse: 9, 18, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)			2/16/17: OPB costing estimate of State's proposal for a competitive pay adjustment of five percent (5%) - \$3,410,325 2/17/17: Impasse
26 - Uniforms and Accessories	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
27 - Insurance Benefits	1/30/17: Eliminates spouse program in State Health Insurance program effective July 1, 2017.	11/10/16: <u>Section 1</u> - The Union proposes the continuation of the current benefits structure with no increase to premiums paid by employees. 2/3/17: <u>New Section 3</u> - The Union proposes that discussions with the Department of Management Services take place prior to 12/1/17 to establish a health saving account or similar program upon retirement.	2/3/17: The Union proposes the program be funded by sums derived from unused sick leave hours of employees paid by the State 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/15/17: Impasse
28 - Travel Expenses	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
29 - Drug Testing	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
30 - No Strike	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

Police Benevolent Association
Law Enforcement Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
31 - State Personnel System Rules	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
32 - Management Rights	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
33 - Entire Agreement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
34 - Savings Clause	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
35 - Duration	1/30/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 –Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020. Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	1/30/17: None	1/30/17: The Union tentatively agrees to the State's proposal.
36 - Awards	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

Police Benevolent Association
Law Enforcement Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

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 which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

(B) “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, 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)(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 the Florida Public Employees Relations Commission, the

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

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Date

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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 e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(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.

For the State

For the PBA

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(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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

(I) 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

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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.

(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 submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 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 represented by the PBA. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(4) Grievance Mediation

For the State

For the PBA

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Date

Date

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.

(5) Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 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.

(b) The arbitrator shall be one person from a panel of ~~four~~ 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 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.

For the State

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(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 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, 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 a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

For the State

For the PBA

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Date

Date

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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.

For the State

For the PBA

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(g) The fees and expenses of the arbitrator shall be borne ~~solely by the party who fails to prevail in the hearing~~ 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 and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. ~~Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.~~

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(i) The 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 (I) on behalf of any employee without his consent,

For the State

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or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the PBA.

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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, in accordance with the provisions set forth herein, within 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

For the State

For the PBA

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(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of ~~four~~ permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The 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

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Date

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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 which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

For the State

For the PBA

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Date

Date

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the 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 e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(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

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General Counsel and Chief Negotiator

Date

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(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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

(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

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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.

(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.

(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 submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 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

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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 DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. 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) 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.

(b) The arbitrator shall be one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall

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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 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.

(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 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, 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

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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 a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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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 solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(i) The 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

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to the next step. The state will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by written agreement.

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

SECTION 5 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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, in accordance with the provisions set forth herein, within 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The 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.

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) “Reassignment” shall mean moving an employee;

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

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(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

(G) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(H) “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 – Employee Request for Reassignment, Lateral Action, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station on the appropriate agency Request Form. Such requests shall indicate the county(ies), duty station and/or shift(s) to which the employee would like to be assigned. ~~When the employee requests reassignment, a State of~~

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~~Florida Employment Application Form must be completed and sent with the appropriate Request Form.~~

(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 Agency Head or designee who shall be responsible for furnishing a copy of each Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

(D) Except where a position is filled by demotion, or where reassignment, lateral action, transfer, or change in duty station is not in the best interests of the agency, the management representative having hiring authority for that position shall give first consideration to those employees who have submitted a Request Form; provided, however, that employees whose Request Form is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

SECTION 3 – Employee Request for Promotion

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 advertising period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

SECTION 4 – General Procedures

(A) Provided the appointment is in the best interest of the agency, 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 an agency Request Form or application on file for the county in which the vacant position exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision

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as to whether or not the employee with the greatest length of service in the broadband level will be placed in the position.

(BF) If the employee with the greatest length of service in the broadband level is not selected for the position, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(CG) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station ~~been appointed pursuant to a Request filed under this Article, all other pending Requests~~ requests from that employee shall be canceled, and the employee will not be eligible to file another ~~Request under this Article~~ request for a period of 12 months following the employee's appointment. If an employee declines an offer of reassignment, lateral action, transfer, or change of duty station pursuant to a Request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to file another request for a period of 12 months from the date the employee declined the offer for consideration for assignment to the county(ies) and/or shift(s) declined, for a period of 12 months.

(HD) 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.

(IE) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the agency will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any ~~Request request Forms forms~~ on file for the county in which the agency need exists.

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

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(~~KG~~) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, shift changes, transfers, or changes in duty station of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

SECTION 3-5 – Relocation Allowance

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

SECTION 4-6 – Request to Take Promotional Test

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If an agency has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request ~~request~~ to Take Test Form to the agency in which the promotional position is located that he wishes to be considered for promotional vacancies. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. If the request is for promotion to a position in the same agency, the employee's eligibility for the occupational level shall be made from information in the employee's personnel file. If the request is for a promotion to a position in any agency other than the agency in which the employee is currently employed, a State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration. In such cases, the employee's eligibility shall be determined by the agency by the use of this completed application. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

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(B) An employee may submit a request to take a promotional test where established by an agency at any time; however, all such requests must be filed every two years and must be received in the agency personnel office no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If an agency has established a promotional test, by January 15 of each calendar year, the central personnel office of each agency shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, each agency shall furnish to those eligible employees whose test requests are on file in that agency, a copy of the "NOTICE OF PROMOTIONAL TEST". The respective agency shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the agency will be eligible to take the promotional test.

(E) Each agency that has established a promotional test and administers a written test shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

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SECTION 5-7 – Test Standards and Criteria

(A) The respective agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the respective agency within five days after the date of the test.

SECTION 6-8 – Promotional Lists

(A) If the agency does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the agency may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores, the agency shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If an agency utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

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(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7-9 – Method of Filling Positions

(A) Except where a vacancy is filled by demoting an employee or by reassignment or lateral action, any person who is to be selected for a position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the position. However, an agency shall have the discretion to fill a position from only the highest five numerical scores of employees contained on the agency's promotional list. Agencies shall attempt to fill positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending ~~Request-request~~ ~~Forms-forms~~ on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent an agency from filling a position in a manner meeting the agency's needs.

SECTION 8-10 – Grievability

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.

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SECTION ~~9-11~~ – Promotions Outside the Unit

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

SECTION ~~10-12~~ – Probationary Status on Promotion

(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.

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

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(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

(G) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(H) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

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

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station on the appropriate Request Form. Such requests shall indicate the county(ies), duty station and/or shift(s) to which the employee would like to be assigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the appropriate Request Form.

For the State

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State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

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(B) An employee may submit a 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 Agency Head or designee who shall be responsible for furnishing a copy of each Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

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

(E) Provided the appointment is in the best interest of the agency, 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 vacant position exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the broadband level will be placed in the position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(G) When an employee has been 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 county(ies) and/or shift(s) declined, for a period of 12 months.

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For the PBA

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

(I) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the agency will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any Request Forms on file for the county in which the agency need exists.

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

(K) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, shift changes, transfers, or changes in duty station of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

SECTION 3 – Relocation Allowance

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

For the State

For the PBA

Mike Mattimore
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Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 4 – Request to Take Promotional Test

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If an agency has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request to Take Test Form to the agency in which the promotional position is located that he wishes to be considered for promotional vacancies. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. If the request is for promotion to a position in the same agency, the employee's eligibility for the occupational level shall be made from information in the employee's personnel file. If the request is for a promotion to a position in any agency other than the agency in which the employee is currently employed, a State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration. In such cases, the employee's eligibility shall be determined by the agency by the use of this completed application. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

(B) An employee may submit a request to take a promotional test where established by an agency at any time; however, all such requests must be filed every two years and must be received in the agency personnel office no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If an agency has established a promotional test, by January 15 of each calendar year, the central personnel office of each agency shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,

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State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

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- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, each agency shall furnish to those eligible employees whose test requests are on file in that agency, a copy of the "NOTICE OF PROMOTIONAL TEST". The respective agency shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the agency will be eligible to take the promotional test.

(E) Each agency that has established a promotional test and administers a written test shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

SECTION 5 – Test Standards and Criteria

(A) The respective agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the respective agency within five days after the date of the test.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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SECTION 6 – Promotional Lists

(A) If the agency does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the agency may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores, the agency shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If an agency utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7 – Method of Filling Positions

(A) Except where a vacancy is filled by demoting an employee or by reassignment or lateral action, any person who is to be selected for a position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be

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Date

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considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the position. However, an agency shall have the discretion to fill a position from only the highest five numerical scores of employees contained on the agency's promotional list. Agencies shall attempt to fill positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending Request Forms on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent an agency from filling a position in a manner meeting the agency's needs.

SECTION 8 – Grievability

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance weight shall be given to the needs of the agency against the hardship on the employee.

SECTION 9 – Promotions Outside the Unit

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

SECTION 10 – Probationary Status on Promotion

(A) An employee appointed to a position, 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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Article 18 2016 Legislative Impasse Resolution
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

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

(B) Where an employee works hours in excess of their regular schedule, the state has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight hour increments.

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 14 calendar days in advance and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule.

(B) In the event of a declared emergency the notice requirement of this Section may be void.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

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(C) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established.

SECTION 4 – 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 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 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.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

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SECTION 6 – FLSA Compensatory Leave

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

(B) An employee who is filling an included position may 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, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

(1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

(2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit’s agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

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(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 60L-34, 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 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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SECTION 8 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 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 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, Florida Administrative Code. The Department shall 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) Any claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or 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

For the PBA

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**ARTICLE 18
LEAVE-HOLIDAYS**

Proposal is drawn to:

FHP: Article 18, New Section 11
LEO: Article 18, New Section 11
SA: Article 18, New Section 1

New Section 11 [Section 1 in SA Agreement]

Section 11 – Holidays: Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

ARTICLE 18
HOURS OF WORK-OVERTIME

Proposal is drawn to:

FHP: Article 18, New Section 5(D)

LEO: Article 18, New Section 5(D)

SA: Article 23, New Section 1(E)

New Section 5(D) [SA: New Section 1(E)]

- (D)(1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.

Article 25 *2016 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 2017-2018 General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION 3 – Competitive Pay Adjustments

Effective July 1, 2017, all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay.

SECTION 2-4 – 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 3-5 – Cash Payout of Annual Leave

Permanent 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 4-6 – 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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5-7 – Discretionary Competitive Pay Adjustments

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 competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

**Article 25 ~~2016 Legislative Impasse Resolution~~
WAGES**

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

~~Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.~~

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018

General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 - Career Development Plan Work Group

Effective January 1, 2018, the State and its agencies shall implement the Structured Professional Level Pay Plan which shall be available only to bargaining unit employees in accordance with the terms of the program as outlined in Appendix D.

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 27 2016 Legislative Impasse Resolution
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27 ~~2016 Legislative Impasse Resolution~~
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year ~~2016-2017~~2017-2018.

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

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

New Section 3

Prior to December 1, 2017, DMS and the PBA shall meet and discuss establishing a health saving account or a similar program to be available to unit employees upon their retirement from the State. The program would be funded by sums derived from unused sick leave hours of the employee and paid by the State. Meetings to discuss this program shall be treated as negotiations between the State and PBA, pursuant to Article 5, Section 9.

Tiered Bonus Summary

Tier 1	GR	TF	Total	FTE
06 - Law Enforcement	220,165	477,083	697,248	1,296.00
Tier 2 (99% of Tier 1)	GR	TF	Total	
06 - Law Enforcement	217,963	472,312	690,276	

Law Enforcement 5% Pay Increase

The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.

CBU	Amount
06 - Law Enforcement	\$3,410,325
10 - Special Agent	\$1,001,550
12 - Florida Highway Patrol	\$5,065,960

**Police Benevolent Association (PBA) - Law Enforcement (CBU 06) Wage Proposals
Fiscal Year 2017-2018**

Union/Issue	Estimated Cost	Comments
Article 25, Section 1: Provides for a 8.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2017.	\$4,961,194	Calculation is based on filled positions including benefits (1,166). LAS/PBS November 2016 data was the source for the calculation.
Article 25, Section 6: Provides for a Career Path Pay Plan providing tiered increases (3-4 yrs= 5%, 5-6 yrs=10%, 7-9 yrs=15%, 10+ yrs =20%) on each CBU employee's base rate of pay, effective October 1, 2017.	\$7,026,624	Calculation is based on eligible positions (filled for over 3 years) including benefits (926). People First as of December 21, 2016 was used for agency hire date and base salary rate.
Article 25, Section 1 (A): Increase the minimum starting salary for bargaining unit classifications in the amount of \$10,000.	\$1,847,619	Calculation is based on vacant positions including benefits (142). PeopleFirst data as of January 31, 2017 was the source of the position data.
Article 25, Section 1 (B): Increase the annual base rate of pay for all bargaining unit employees by \$10,000.	\$14,925,394	Calculation is based on filled positions including benefits (1,154). PeopleFirst data as of January 31, 2017 was used as the source of position data.
Article 25, Section 1 (C): Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in section 943.22, Florida Statutes.	\$571,725	DMS-PeopleFirst provided a listing of CJIP recipients and their gross monthly incentive amount by position and CBU. The monthly incentive amount for CBU 6 was \$63,525. This monthly amount was multiplied by 9 to generate the estimated cost to "match" the existing incentive effective October 1, 2017.
Article 25, Section 6: Proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).	\$585,925	Calculation is based on filled positions that will achieve their 4th (99), 8th (51), 12th (55), or 16th (31) anniversary date during Fiscal Year 2017-18. An increase of 2% was applied to employees reaching their 4th anniversary, and 5% was applied to those at their 8th, 12th, or 16th anniversary. The percentages were applied to the annual salary after the increase in Section 1(B). 99% of the calculated total is provided, based on the assumption that 1% will not achieve the performance requirements. The cost includes benefits and represents a full fiscal year. PeopleFirst data as of January 31, 2017 was used as the source of the position data.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
2 - Gender Reference	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
3 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
4 - No Discrimination	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
5 - Union Activities and Employee Representation	1/30/17: Section 7 - The State proposes to strike the language that allows the Union to conduct a 15 minute presentation at new employee orientation. As a result, Union presentations would be conducted solely at training academies.	1/30/17: None	Section 7: New employee orientation includes new employees from other bargaining units whereas training academies are for bargaining unit employees only. Also, the 14 days in advance is often difficult because scheduling of new employee orientation is based on the number of new employees at a particular institution at a given time. 2/17/17: Impasse

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>2/17/17: <u>Section 3(E)(6)(c)</u> - The State proposes that an arbitrator be selected from a panel of at least six arbitrators selected by the parties. Presently the panel consists of four arbitrators.</p> <p><u>Section 3(E)(6)(g)</u> - The State proposes language which would require an arbitrator to provide detailed reasoning/analysis in cases when the discipline action imposed by the agency is altered.</p> <p><u>Section 3(E)(6)(h)</u> - The State proposes that fees and expenses of the arbitrator shall be borne equally by both parties.</p> <p><u>New Section 6</u> - The State proposes procedures for expedited arbitration in cases when both parties recognize that a grievance may be open to an expedited resolution.</p>	<p>1/30/17: None</p>	<p><u>Section 3(E)(6)(c)</u> - The State's proposal to increase the arbitration panel to six arbitrators will expedite the arbitration scheduling process by adding two arbitrators to selection panel.</p> <p><u>Section 3(E)(6)(g)</u> - The State's proposal for reasoning/analysis in such cases will assist agencies, with regards to consistency, in the initial execution of disciplinary decisions.</p> <p><u>Section 3(G)(5)(f)</u> - Presently, arbitrator fees are borne by the solely by the party who fails to prevail. The State's proposal for the parties to split arbitration fees is consistent with the provisions of the State's contracts with non-law enforcement bargaining units.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued)			<p>New Section 6 - The State's proposal to include procedures for expedited arbitration is consistent with provisions in the of the State's contract with the Law Enforcement and Florida Highway Patrol bargaining units.</p> <p>2/17/17: The Union is presently taking the State's proposal under consideration.</p>
7 - Discipline and Discharge	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
8 - Workforce Reductions	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Lateral Action, Reassignment, Transfer, Change in Duty Station	1/30/17: <u>Section 2 & 3</u> - Revised to reflect the discontinuation of the present People First Request Form for Reassignment, Lateral Action, Transfer, Change in Duty Station. Also, the State proposes that request forms expire at the end of the FY (June 30) rather than on May 31 of each year.	1/30/17: None	The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station. 2/17/17: Impasse
10 - Promotions	1/30/17: <u>Section 2</u> - The State proposes that 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, rather than submitting an agency form. The proposal requires employees to submit a new application for each promotional opportunity advertised to be considered for promotion.	1/30/17: None	The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a promotion. The use of forms that are kept on file from June 1 of each year to May 31 of the next year will be eliminated. 2/17/17: Impasse

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11 - Classification Review	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
12 - Personnel Records	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
13 - Safety	1/30/17: None	1/30/17: Section 5 - The Union proposes striking language in Section 5. By doing so, an officer who is authorized to open carry department approved weapon while on duty will be permitted to open carry his weapon while inside the probation and parole office.	<p>Presently firearms must be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office. The union proposes striking the following language: "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."</p> <p>2/17/17: Impasse</p>
14 - Performance Evaluations	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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15 - Seniority	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
16 - Drug Testing	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
17 - Death In-Line-Of-Duty Benefits	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
18 - Leave of Absence	1/30/17: None	<p>1/30/17: <u>New Section 1(A)</u> - The Union proposes a new section which would credit an employee with a holiday equal to the hours in the employee's established work day if a holiday is observed on the employee's established day off.</p> <p><u>New Section 1(B)</u> - The Union also proposes that an employee be credited with a holiday equal to the hours in the employee's established workday, even in cases where an employee has used other leave credits during the workweek, approved extended work period, or regular work period for excluded employees.</p>	<p><u>New Section 1(A) and 1(B)</u> - All employees receive holiday credits equal to the hours they are scheduled to work on a holiday or eight hours, whichever is greater. In an effort to help mitigate the differences in holiday credits employees receive throughout the year due to varying work schedules, when employees are off on the holiday, they are all credited with eight hours.</p> <p>Employees are credited with holiday hours equal to the employee's established workday (or eight hours, whichever is greater).</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leave of Absence (continued)			<p>However, leave used during the work period must be offset prior to special compensatory leave being earned pursuant to Rule 60L-34.0032(4), F.A.C. Previous agreements did not require sick leave and administrative leave related to negotiations to be offset with holiday credits which resulted in special compensatory leave accruals. Removal of these provisions was imposed by the Legislature in the 2013-14 contracts to better manage the further accrual of special compensatory leave liability.</p> <p>2/6/17: OPB costing estimate of Union's proposals - Indeterminate</p> <p>2/17/17: Impasse</p>

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19 - Replacement of Personal Property	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
20 - Training	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
21 - Compensation For Temporary Special Duty in Higher Level Position	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
22 - Job-Connected Disability	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime	1/30/17: Status quo	1/30/17: New Section (1) - The Union proposes language that prohibits requiring an employee to adjust or modify a regular work schedule in anticipation of a requirement to work hours in excess of their regular schedule during the same work period. New Section (2) - Where an agency has overtime funds available, employees shall not be required to offset hours in order to avoid paying overtime for hours worked in excess of their regular schedule. New Section (3) - An employee shall not be required to adjust regular work schedule in order to offset work hours in excess of their regular schedule during the same work period if such excess hours were incurred in the performance of court time, on-call GPS monitoring, training and extra workload due to staff shortages.	Management must retain its right to minimize overtime costs. In order to manage overtime costs, management must have the flexibility to adjust work hours throughout the work period. Because agencies are unable to predict future events that may require significant overtime funds, agencies have an obligation to actively manage overtime costs and maintain reserve funds to utilize during unforeseen circumstances. 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/17/17: Impasse
24 - On-Call Assignment and Call-	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>1/30/17: Section 2 - The State proposes a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as outlined in the 2017-18 Governor's budget recommendations. *</p> <p>Section 7 (New Section) - The State proposes an increase in the minimum base salary of Department of Corrections' classifications, effective July 1, 2017.</p> <p>Section 8 (New Section) - The State proposes a 10% increase to the base rate of pay for employees in specific classes within Mental Health Units who have obtained Correctional Behavioral Mental Health Certification.</p> <p>Section 9 (New Section) - a one-time \$1,000 hiring bonus for an individual hired as a Correctional Officer on or after July 1, 2017, at an institution with a vacancy rate of over ten percent for that classification for the previous quarter.</p>	<p>1/30/17: Section 1 (A) - The Union proposes that the minimum starting salary for classes within the bargaining unit be increased by \$10,000 effective 7/1/17.</p> <p>Section 1 (B) - The Union proposes that the base rate of pay for all bargaining unit employees be increased by \$10,000 effective 7/1/17. After the increase, employees below the new minimum shall have their pay increased up to the new minimum salary.</p> <p>Section 1 (C) - The Union proposes that the State match the amount of the salary incentive for all bargaining unit employees participating in the Criminal Justice Incentive Pay program as described in Section 943.22, Florida Statutes.</p>	<p>2/6/17: Section 1 (A) - OPB costing estimate of Union's proposal to increase minimum starting salary for classes within the bargaining unit by \$10,000 - \$25.0m</p> <p>2/6/17: Section 1 (B) - OPB costing estimate of Union's proposal to increase the base rate of pay for all bargaining unit employees by \$10,000 - \$227.2m</p> <p>2/6/17: Section 1 (C) - OPB costing estimate of Union's proposal to match Criminal Justice Incentive Pay - To be determined</p> <p>2/15/17: Section 6 (D) - OPB costing estimate of Union proposal for pay additives for bargaining unit employees who are certified instructors, members of the K-9 team and members of the Crisis Negotiation team - \$854,243</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)	<p><u>Section 10 (A)(2)</u> - The State proposes the inclusion of language that allows for all pay changing actions, including those related to employee Criminal Justice Standards and Training certification, coincide with the beginning of a new pay period to eliminate errors and ensure accurate pay for all staff.</p> <p><u>Section 10 (C)(2)</u> - In cases of demotion based on poor performance, the State proposes that in cases of an employee attaining permanent status in a bargaining unit position prior to promotion, pay is reduced to the amount the employee was being paid when promoted.</p> <p><u>Section 10 (C)(3)</u> - The State proposes that in cases of an employee being demoted for violation of Agency rules, the employee's pay reverts back to the previous rate of pay in the lower class, including any discretionary increases.</p>	<p><u>Section 6 (D)</u> - The Union proposes special assignment pay additives for bargaining unit employees who are certified instructors, members of the K-9 team and members of the Crisis Negotiation team.</p> <p><u>Appendix D of Union Proposal</u> - The Union proposes a "Structured Professional Pay Plan" with 4 levels based on years of service, experience, training/education and job performance that includes 1-3% pay increases at each level based on the aforementioned factors.</p>	<p>2/10/17: <u>Section 2</u> - OPB costing estimate for Tier 1 and Tier 2 bonus awards, filled and unfilled positions - \$20,790,370 (includes benefits costs)</p> <p>2/17/17: <u>Section 7 (New)</u> - OPB costing estimate for increase in the minimum base salary of Department of Corrections' classifications - \$38,653,101</p> <p>2/17/17: <u>Section 8 (New)</u> - OPB costing estimate for a 10% increase to the base rate of pay for Mental Health Unit employees with Correctional Behavioral Mental Health Certification - \$2,547,767 (includes benefits costs)</p>

Police Benevolent Association
Security Services Unit - State Personnel System
Current Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 16, 2017
Negotiations for Fiscal Year 2017-18 Successor Agreement - ALL Articles Open for Negotiation
Shaded = Closed/Tentative Agreement
Articles at IMPASSE: 5, 9, 10, 13, 18, 23, 25, 26, 27, 34

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)			2/17/17: <u>Section 9 (New)</u> - OPB costing estimate for a one-time \$1,000 hiring bonus for a Correctional Officer hired on or after 7/1/17, at an institution with a vacancy rate of over ten percent - \$4,898,075 2/17/17: Impasse
26 - Uniform and Insignia	1/30/17: <u>Section 3 (A)(3)</u> - The State proposes to change the term "case" to "holder" as it relates to badges issued to Correctional Probation Officers.	1/30/17: None	2/17/17: Impasse
27 - Insurance Benefits	1/30/17: Eliminates spouse program in State Health Insurance program effective July 1, 2017.	11/10/16: The continuation of the current benefits structure with no increase to premiums paid by employees.	2/17/17: Impasse
28 - Travel Expenses	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
29 - No Strike	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

Police Benevolent Association
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
31 - Management Rights	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
32 - Entire Agreement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
33 - Savings Clause	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
34 - Duration	1/30/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 –Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020. Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	1/30/17: None	2/17/17: Impasse

Police Benevolent Association
Security Services Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined. Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier 1 bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined. Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

Article 5 2016 Legislative Impasse Resolution
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Definitions

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

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

(C) The term “Training Academies” as used in this Article, shall mean any location where training is conducted to meet initial certification requirements.

SECTION 2 – Designation of Employee Representatives

(A) The President of the Union shall furnish to the state and keep up-to-date a list of Union Business Agents. The state will not recognize any person as a Business Agent whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union Stewards. The Union shall furnish the state the name, official class title, name of employing agency, and specific work location of each employee designated to act as a Union Steward. The state shall not recognize an employee as an authorized Union Steward until such information has been received from the Union.

(C) Union Business Agents and Stewards may represent employees as Grievance Representatives.

SECTION 3 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 4’x4’ for Union-purchased bulletin

For the State

For the PBA

Michael Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, employees. Once a location has been established, it shall not be moved without notice. Where the Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

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

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

(C) Materials posted on these bulletin boards shall not contain anything, which violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the state or any of its officers or employees.

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

(E) A violation of these provisions by a Union Business Agent, Steward, or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

SECTION 4 – Information

(A) Upon request of the Union 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 employees' names, home addresses, work locations, classification titles, and other data

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elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

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

(C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance.

SECTION 5 – Occupation Profiles and Rules

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

(B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the Union in writing of the proposed changes. This procedure shall not constitute a waiver of the Union's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Union shall notify the Department of Management Services, in writing within ten calendar days of its receipt of written notification from the Department, of its comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the Union to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 6 – Representative Access

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

(B) If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access

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shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

SECTION 7 – ~~New Employee Orientation and Training Academies~~

The Union will be permitted a 15-minute presentation to address new employees at ~~orientation and training academies~~. The Union may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the Union. A presentation may be made only once per academy class. The Union President or designee will be notified 14 days in advance of new employee Training Academies 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 Union, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the Union shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place designated by the Department of Management Services.

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

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(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 a consultation meeting outside of a participant's regular work hours shall

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(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 Union agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as Chief Executive Officer. While negotiating meetings shall normally be held in Tallahassee, the state and the Union may agree to meet elsewhere at a state facility or other location which involves no rental cost to the state. There shall be no negotiation by the Union at any other level of state government.

(B) The Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted 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 Union'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 meetings or negotiating sessions.

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SECTION 10 – Union Activities

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Article 6 *2016 Legislative Impasse Resolution*
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the Union has a grievance which may be processed under this

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Article and which may also be appealed to the Public Employees Relations Commission, the grievant or the Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the grievant or the Union. 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 the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the grievant is represented by the Union, any decision agreed to by the state and Union shall be binding on the grievant.

(C) Where Union representation is requested by a grievant, the grievant's representative shall be selected from the list of Union Grievance Representatives or Union Business Agents which has been provided to the state by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the state has been notified in accordance with Article 5, Section 2 (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

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

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

(a) If a grievant selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such leave will not be withheld if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

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

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(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than 50 miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative selected to represent a grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(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, with a copy 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 Agreement. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union shall not be bound by the decision of any grievance in which the grievant chose not to be represented by the Union.

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

SECTION 3 – Procedures

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

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

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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(D) 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 be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the union.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the grievant or the grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative 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 decision within the specified time limit shall permit the grievant, or the Union where appropriate, to proceed to the next step.

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

(d) The Oral Step representative for correctional institutions shall be the Chief Correctional Officer or designee. The Oral Step representative for community corrections shall be the Circuit Administrator, or designee. The Oral Step representative for employees in the institutional security specialist series shall be the Security Chief or designee.

(2) Step 1

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(a) If the grievant elects to utilize the oral discussion step and the grievance is not resolved, the grievant or the designated grievance representative may submit it in writing to the Step 1 management representative within 10 days following the receipt of the oral step decision. If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. 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 Union where appropriate, to proceed to the next step.

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

(3) Step 2

(a) If the grievance is not resolved at Step 1, the 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 grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When

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(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 Union where appropriate, to proceed to the next step.

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

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated Union representative, or the grievant or his representative, if not represented by the Union, may appeal the grievance, in writing, to the Department of Management Services 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. The Department of Management Services shall discuss the grievance with the Union representative, or the grievant or representative if not represented by the Union. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the grievant and his representative 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 Union where appropriate, to proceed to the next step.

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

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. 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.

(6) Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C within 10 days after receipt of the decision at Step 2. If a contract language dispute as described in (4) above is not resolved at Step 3, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the grievant because he was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration.

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

(c) The arbitrator shall be one person from a panel of at least six 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 the state and the Union representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

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(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. 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, 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 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) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

(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 Union, the grievant(s), and the employees

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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 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

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

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

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System unless such authority is modified by this Agreement; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.

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6. When the arbitrator alters the disciplinary penalty imposed by the agency, the arbitrator shall provide detailed reasoning and analysis of his/her decision to do so, including a specific description of the factors which he/she considered in reaching the decision.

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

~~(h) The fees and expenses of the arbitrator shall be borne equally by the parties solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and Union will evenly split the arbitrator's fee and expenses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.~~

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

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

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SECTION 4 – Time Limits

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

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Union by the written, agreed-to deadline does not alter the time limits for appealing a grievance to the next step.

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

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance: (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is, at the same time, the subject of an administrative action, an appeal before a governmental board or agency, or a court proceeding.

(B) All grievances will be presented at the Oral Step or Step 1, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the occurrence of the event giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance 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

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initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position 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 may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of 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(E)(6) of this procedure shall be applicable.

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**Article 6 2016 Legislative Impasse Resolution
GRIEVANCE PROCEDURE**

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

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the Union has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the grievant or the Union shall indicate at the time the grievance is reduced to writing which procedure

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is to be used and such decision shall be binding on the grievant or the Union. 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 the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the grievant is represented by the Union, any decision agreed to by the state and Union shall be binding on the grievant.

(C) Where Union representation is requested by a grievant, the grievant's representative shall be selected from the list of Union Grievance Representatives or Union Business Agents which has been provided to the state by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the state has been notified in accordance with Article 5, Section 2 (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

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

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

(a) If a grievant selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such leave will not be withheld if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

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

(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance

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Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than 50 miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative selected to represent a grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(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, with a copy 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 Agreement. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union shall not be bound by the decision of any grievance in which the grievant chose not to be represented by the Union.

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

SECTION 3 – Procedures

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

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

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

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance

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

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the grievant or the grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative 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 decision within the specified time limit shall permit the grievant, or the Union where appropriate, to proceed to the next step.

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

(d) The Oral Step representative for correctional institutions shall be the Chief Correctional Officer or designee. The Oral Step representative for community corrections shall be the Circuit Administrator, or designee. The Oral Step representative for employees in the institutional security specialist series shall be the Security Chief or designee.

(2) Step 1

(a) If the grievant elects to utilize the oral discussion step and the grievance is not resolved, the grievant or the designated grievance representative may submit it in writing to the Step 1 management representative within 10 days following the receipt of the oral step decision. If the grievant elects not to utilize the oral discussion provision of this section he

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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 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 Union where appropriate, to proceed to the next step.

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

(3) Step 2

(a) If the grievance is not resolved at Step 1, the 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 grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When

(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.

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

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

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated Union representative, or the grievant or his representative, if not represented by the Union, may appeal the grievance, in writing, to the Department of Management Services 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. The Department of Management Services shall discuss the grievance with the Union representative, or the grievant or representative if not represented by the Union. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the grievant and his representative 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 Union where appropriate, to proceed to the next step.

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

(5) Grievance Mediation

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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)(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.

(6) Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C within 10 days after receipt of the decision at Step 2. If a contract language dispute as described in (4) above is not resolved at Step 3, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the grievant because he was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration.

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

(c) The arbitrator shall be one person from a panel of five arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and the Union representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. 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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
Chief Negotiator

Date

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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 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) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

(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 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 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

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Mike Mattimore
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Chief Negotiator

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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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System unless such authority is modified by this Agreement; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.

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

a. 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.

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Mike Mattimore
State's Chief Labor Negotiator

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

(h) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and Union will evenly split the arbitrator's fee and expenses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

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

SECTION 4 – Time Limits

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

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Union by the written, agreed-to deadline does not alter the time limits for appealing a grievance to the next step.

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

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Mike Mattimore
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Chief Negotiator

Date

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SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance: (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is, at the same time, the subject of an administrative action, an appeal before a governmental board or agency, or a court proceeding.

(B) All grievances will be presented at the Oral Step or Step 1, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the occurrence of the event giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance 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 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
Chief Negotiator

Date

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Article 9 *2016 Legislative Impasse Resolution*
LATERAL ACTION, REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

SECTION 1 – Definitions as used in this Article:

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

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

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

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

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

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

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(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

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

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

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to another major institution in his agency. ~~A State of Florida Employment Application Form must be completed and sent with the Request Form.~~

(B) An employee may submit an agency Rrequest Fform at any time; however, all such requests shall expire on ~~May 31~~ June 30 of each calendar year. Requests can be filed in ~~May~~ June to become effective on ~~June~~ July 1.

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

(D) Except where a vacancy is filled by demotion, or where reassignment, lateral action, transfer, or change in duty station is not in the best interest of the agency, the manager or supervisor having hiring authority for that vacancy shall give first consideration to employees who have submitted a Rrequest Fform; 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.

SECTION 3 – General Procedures

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

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

(~~G~~C) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station ~~been appointed pursuant to a Rrequest filed under this Article~~, all other pending Rrequests from that employee shall be canceled, and the employee will not be eligible to file another request for a period of 12 months following the appointment. ~~No other request may be~~

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~~filed by the employee under this Article for a period of 12 months following the employee's appointment. If an employee declines an offer of reassignment, lateral action, transfer, or change in duty station pursuant to a Request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to resubmit that file another request for a period of 12 months from the date the employee declined the offer.~~

SECTION 3-4 – Involuntary Lateral Action, Reassignment, Transfer, or Change in Duty Station

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

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the lateral action of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such assignment.

SECTION 4-5 – Notice

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

SECTION 5-6 – Relocation Allowance

An employee who is reassigned, transferred, or receives a lateral action and is required by agency policy to relocate his residence shall be granted time off with pay for one workday for this purpose. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the

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employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 6-7 – Grievability

The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(D) and (E), Section 3, Section 4, and Section 5 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the PBA

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General Counsel and Chief Negotiator

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Article 9 2016 Legislative Impasse Resolution
LATERAL ACTION, REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

SECTION 1 – Definitions as used in this Article:

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

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

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

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

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

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

(1) to a position in the same broadband level and same maximum salary but with different duties;

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(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

SECTION 2 – Procedures

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

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

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

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

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

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

(G) When an employee has been appointed pursuant to a Request filed under this Article, all other pending Requests from that employee shall be canceled. No other request may be filed by the employee 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's request shall be canceled and the employee will not be eligible to resubmit that request for a period of 12 months from the date the employee declined the offer.

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

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

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Mike Mattimore
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(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the lateral action of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such assignment.

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(D) and (E), Section 3, Section 4, and Section 5 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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Date

Date

Article 10 *2016 Legislative Impasse Resolution*
PROMOTIONS

(A) The state and the Union 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 submitting a Request for Promotion Form furnished by the agency in which the promotional position is located, to be considered for promotional vacancies completing the online application process within the People First system. An employee may complete the application process in the People First system at any

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~~time during the advertisement period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised. Such requests shall indicate the class(es)/broadband level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's request for promotion.~~

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

(C) When an employee has been promoted pursuant to a request filed under this Article all other pending ~~requests-applications~~ for promotion from that employee shall be canceled. No other ~~requests-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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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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), Florida Statutes, 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 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.

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Mike Mattimore
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Article 10 *2016 Legislative Impasse Resolution*
PROMOTIONS

The state and the Union 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) An employee who has attained permanent status in his current position may apply for a promotion by submitting a Request for Promotion Form furnished by the agency in which the promotional position is located, to be considered for promotional vacancies. Such requests shall indicate the class(es)/broadband level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee’s request for promotion.

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Date

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

(C) When an employee has been promoted pursuant to a request filed under this Article all other pending requests for promotion from that employee shall be canceled. No other requests for promotion may be filed by that employee under this Article for a period of 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.

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), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
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 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
Chief Negotiator

Date

Article 13 *2016 Legislative Impasse Resolution*
SAFETY

SECTION 1 – Safety Committee

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

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

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

SECTION 2 – Employee Safety

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

(B) When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

SECTION 3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the grievance procedure of the Agreement.

SECTION 4 – Communicable Diseases

(A) In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
Chief Negotiator

Date

Date

(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

SECTION 5 – Correctional Probation Officer Safety

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office.

SECTION 6 – Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
Chief Negotiator

Date

Date

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer's choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

(D) At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
Chief Negotiator

Date

**ARTICLE 13
SAFETY**

SECTION 1 – Safety Committee

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

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

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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.

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(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

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(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

- (1) Only one handgun per vehicle/per lockbox.
 - (2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.
 - (3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.
 - (4) The lockbox cannot be placed in a metal toolbox on a truck.
 - (5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.
- (C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer's choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

Article 18
LEAVES OF ABSENCE

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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

ARTICLE 18
LEAVE-HOLIDAYS

Proposal is drawn to:

SS Article 18, New Section 1

New Section 1

Section 1 – Holidays – Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

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

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

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that 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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(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 Union understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

(C) 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

For the State

For the PBA

Mike Mattimore
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Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Date

agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(F) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Step 3 Management Representative shall be final and binding on all parties.

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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

the provisions of Rule 60L-34, Florida Administrative Code.

SECTION 5 – Non-Required Work Time

Employees shall not be required to volunteer time to the state.

SECTION 6 – Special Compensatory Leave

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

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

(2) 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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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 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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
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Date

Date

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 the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

ARTICLE 23
HOURS OF WORK-OVERTIME

Proposal is drawn to:

SS Article 23, New Section 1(G)

- (1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.
- (3) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in order to offset work hours in excess of their regular schedule during the same work period if such excess hours were incurred in the performance of court time, on-call GPS monitoring, training and extra work load due to staff shortages.

**Article 25 ~~2016 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 ~~2016~~2017-2017-2018 General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION 2-3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2016~~2017-2017~~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 3-4 – Cash Payout of Annual Leave

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 4-5 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2016-2017 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.

SECTION 5-6 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 7 – Increase to Minimum Salaries

The Governor's Budget Recommendations for Fiscal Year 2017-2018 provide for an increase in the minimum base salary of Department of Corrections' employees in the following classifications, effective July 1, 2017:

- Correctional Officer (8003) – to \$33,500
- Correctional Officer Sergeant (8005) – to \$36,850
- Correctional Officer Lieutenant (8011) – to \$40,535
- Correctional Officer Captain (8013) – to \$44,589
- Correctional Probation Officer (8036) and Correctional Probation Officer – Institutions (8037) – to \$36,850
- Correctional Probation Senior Officer (8039) and Correctional Probation Officer – Institutions (8041) – to \$40,535
- Correctional Probation Specialist (8040) – to \$44,589
- Correctional Probation Supervisor (8045) – to \$49,048
- Correctional Probation Senior Supervisor (8046) – to \$53,953

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 8 – Increase in Base Rate of Pay – Mental Health Units

The Governor’s Budget Recommendations for Fiscal Year 2017-2018 provide for a ten percent increase in the base rate of pay of certified officers employed by the Department of Corrections in the classifications listed below who have obtained Correctional Behavioral Mental Health Certification through the American Correctional Association. The increase is effective July 1, 2017, but only during the period the employee is assigned to a post in a mental health unit:

- Correctional Officer (8003)
- Correctional Officer Sergeant (8005)
- Correctional Officer Lieutenant (8011)
- Correctional Officer Captain (8013)

SECTION 9 – Hiring Bonus

The Governor’s Budget Recommendations for Fiscal Year 2017-2018 provide for a one-time \$1,000 hiring bonus for an individual hired as a Correctional Officer (8003) on or after July 1, 2017, at an institution with a vacancy rate of over ten percent for that classification for the previous quarter. The bonus will be awarded upon the newly-hired officer achieving certification as a Correctional Officer. A former Department of Corrections’ employee with less than a 31 day break in service is not eligible for the bonus.

SECTION 6-10– 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:

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

(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 following 28-day pay cycle following the date the employee attains a passing score on the required Florida Department of Law Enforcement 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 have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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Date

Date

the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period ~~for the current position and attaining permanent status in the current position,~~ the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) ~~If the employee attained permanent status in a bargaining unit position prior to promotion, and is then demoted solely as a result of substandard performance before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.~~

~~(3) In instances where the an employee attained permanent status in a bargaining unit position prior to promotion, and is then demoted for violations of Agency rules or disciplinary standards before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base pay shall normally be reduced to the amount of the employee's previous base pay in the class to which demoted, but not less than such amount, adjusted to reflect any non-discretionary increases to such pay since the employee occupied the position in the class; in the lower pay grade shall be at the discretion of the Agency Head or designee. The employee's base rate of pay will be reduced by the amount of all promotional increases received since holding the class or pay grade. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level.~~

(34) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall normally be reduced to the amount the employee was being paid ~~when at the time of promoted promotion,~~ but

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

~~not less than such amount. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

~~Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.~~

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

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 appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

(D) Pay Additives for Added Duties

During the term of this agreement, the agency shall maintain all pay additives and special assignment pay currently being paid to employees. Additionally, the agency shall establish pay additives for special assignment pay consistent with current amounts to employees serving in the following capacities: canine team, crisis negotiation team and certified instruction. The agency shall consult with, and if requested, negotiate such pay additives with the union.

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 26
UNIFORM AND INSIGNIA

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

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females.

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

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

SECTION 3 – Badges

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

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

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

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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

(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, 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

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

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Article 26
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(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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Date

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

(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, 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

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

Article 27
INSURANCE BENEFITS

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017 except as follow:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27
INSURANCE BENEFITS

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

State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year 2016-2017/2017-2018.

**Article 34
DURATION**

SECTION 1 – Term

(A) This Agreement shall remain in full force and effect through the 30th day of June 20162020 and during the period of negotiation, whichever is later. ~~This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph. The State and the Union agree that Article 25 – Wages, and any other three (3) articles within this Agreement that either party desires to reopen, shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.~~

(B) In the event that the state and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 – Notices

(A) In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 1 above.

(B) Notices thereunder shall be given by ~~registered or certified e-mail~~ or U.S. mail, return receipt requested, and if by the state shall be addressed to the Teamsters Local Union No. 2011, 5818 E. Dr. Martin Luther King, Jr., Blvd., Tampa, Florida 33619; and if by the Union shall be addressed to the Chief Labor Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

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General Counsel and Chief Negotiator

Date

**Article 34
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For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

Tiered Bonus Summary

Tier 1	GR	TF	Total	FTE
08 - Security/Confid	10,190,917	256,505	10,447,422	19,419.00
Tier 2 (99% of Tier 1)	GR	TF	Total	
08 - Security/Confid	10,089,008	253,940	10,342,948	

Increase Minimum Salaries for Certain Correctional Officer Classes

Class Title	Current Min. Salary	Proposed Minimum Salary	Cost of Increase	FTE Receiving Increase	FTE Above Threshold
Correctional Officer	30,926	33,500	\$ 25,846,138	10,152	1,667.00
Sergeant (10% increase over new CO Min. Salary)	32,784	36,850	\$ 6,406,271	3,148	1,150.00
Lieutenant (10% increase over new Sgt. Min. Salary)	35,061	40,535	\$ 590,603	247	215.00
Captain (10% increase over new Lt. Min. Salary)	37,576	44,589	\$ 669,156	192	129.00
			\$ 33,512,168	13,739	3,161.00

Increase Minimum Salaries for Certain Correctional Probation Officer Classes

Class Title	Current Base Rate	Proposed Base Rates	Cost of Increase	FTE Receiving Increase	FTE Above Threshold
Correctional Probation Officer	33,607	36,850	\$ 2,652,088	579	96
Correctional Probation Senior Officer (10% increase over new CPO Min. Salary)	36,200	40,535	\$ 1,395,303	549	363
Correctional Probation Specialist (10% increase over new CPO Sr. Officer Min. Salary)	36,200	44,589	\$ 443,177	127	187
Correctional Probation Supervisor (10% increase over new CPO Specialist Min. Salary)	39,028	49,048	\$ 332,773	89	84
Correctional Probation Senior Supervisor (10% increase over new CPO Supervisor Min. Salary)	41,045	53,953	\$ 317,592	67	33
			\$ 5,140,933	1,411	763

Mental Health Pay Additive

Security Officers in Mental Health Units	FTE	Average Filled Salary	Avg. 10%	10% Increase Total	Benefits	Total
Correctional Officer	426	32,540	3,254	\$ 1,386,204	\$ 418,758	\$ 1,804,962
Correctional Officer Sergeant	111	36,562	3,656	405,816	122,655	528,471
Correctional Officer Lieutenant	39	41,083	4,108	160,212	48,399	208,611
Correctional Officer Captain	1	4,395	4,395	4,395	1,328	5,723
Total	577			\$ 1,956,627	\$ 591,140	\$ 2,547,767

*Calculation Based on Avg. Filled Salary

Section 9 (New Section) - a one-time \$1,000 hiring bonus for an individual hired as a Correctional Officer on or after July 1, 2017, at an institution with a vacancy rate of over ten percent for that classification for the previous quarter.

Average New Hires Each Biweekly Currently	140
Estimated New Hires with Bonus	175
Bi-weekly periods	26
Total estimated cost of implementing \$1000* hiring bonus	\$ 4,898,075

*Bonus estimated at 1076.5 to include FICA

PBA - Security Services Bargaining Unit- (08)
Fiscal Year 2017-18

Union/Issue	Estimated Cost	Comments
<p>Article 25 (Wages) - Increase the minimum starting salary for classes within the bargaining unit to be increased by \$10,000</p>	<p align="center">\$25.0m</p>	<p>Used People First data load as of January 31, 2017. Downloaded all <u>vacant</u> positions (1,924 FTE) in the CBU and applied the \$10,000 pay increase to those positions, adjusting for increased retirement/FICA.</p>
<p>Article 25 (Wages) - Increase the base rate of pay for all bargaining unit employees by \$10,000</p>	<p align="center">\$227.2m</p>	<p>Used People First data load as of January 31, 2017. Downloaded all <u>filled</u> positions (17,556 FTE) in the CBU and applied the \$10,000 pay increase to those positions, adjusting for increased retirement/FICA.</p>
<p>Article 25 (Wages) - Proposal calls for special assignment pay additives for bargaining unit employees who are certified instructors, members of the K-9 team and members of the Crisis Negotiation team.</p>	<p align="center">\$854,243</p>	<p>Used the Crisis Negotiation Team and K-9 Team counts provided and multiplied by \$2,000 each. The total number of employees totaled 328, which yielded the estimate of \$656,000. This amount was increased by 30.22% to account for retirement/FICA. Counts were not provided for certified instructors, so those are not included.</p>

Police Benevolent Association
Special Agent Unit - State Personnel System
Current Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 17, 2017
Negotiations for Fiscal Year 2017-20 Successor Agreement - ALL Articles Open for Negotiation
Shaded = Closed/Tentative Agreement
Articles at Impasse: 9, 18, 23, 25, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
2 - Gender Reference	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
3 - Vacant	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
4 - No Discrimination	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
5 - Employee Representation and PBA Activities	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>2/17/17: <u>Section 3(G)(6)(b)</u> - The State proposes that an arbitrator be selected from a panel of at least six arbitrators selected by the parties. Presently the panel consists of four arbitrators.</p> <p><u>Section 3(G)(6)(h)</u> - The State proposes that fees and expenses of the arbitrator shall be borne equally by both parties.</p> <p><u>New Section 6</u> - The State proposes procedures for expedited arbitration in cases when both parties recognize that a grievance may be open to an expedited resultion.</p>	<p>1/30/17: None</p>	<p><u>Section 3(G)(6)(b)</u> -The State's proposal to increase the arbitration panel to six arbitrators will expedite the arbitration scheduling process by adding two arbitrators to selection panel.</p> <p><u>Section 3(G)(5)(h)</u> - Presently, arbitrator fees are borne by the solely by the party who fails to prevail. The State's proposal for the parties to split arbitration fees is consistent with the provisions of the State's contracts with non-law enforcement bargaining units.</p> <p><u>New Section 6</u> - The State's proposal to include procedures for expedited arbitration is consistent with provisions in the of the State's contract with the Law Enforcement and Florida Highway Patrol bargaining units.</p> <p>2/17/17: The Union is presently taking the State's proposal under consideration.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Internal Investigations	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
8 - Workforce Reductions	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
9 - Reassignment, Lateral Action, Transfer, Change in Duty Station	1/30/17: Section 2 - Revised to reflect the discontinuation of the present People First Request Form for Reassignment, Lateral Action, Transfer, Change in Duty Station. Also, the State proposes that request forms expire at the end of the FY (June 30) rather than on May 31 of each year.	1/30/17: None	<p>The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station.</p> <p>2/17/17: Impasse</p>
10 - Disciplinary Action	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
11 - Classification Review	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
12 - Personnel Records	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
13 - Safety	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
14 - Performance Review	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
15 - Seniority	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
16 - Employment Outside State Government	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
17 - Department Vehicles	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
18 - Leave	1/30/17: Status quo	<p>2/3/17: <u>Section 1(A)</u> - The Union Proposes that officers be credited with a holiday equal to the hours in the employee's established workday if the holiday is observed on the officer's day off.</p> <p><u>Section 1(B)</u> - The Union proposes that an employee be credited with a holiday equal to the hours in the employee's established workday, regardless of whether the said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.</p>	<p><u>New Section 1(A)</u> - All employees receive holiday credits equal to the hours they are scheduled to work on a holiday or 8 hours, whichever is greater. In an effort to help mitigate the differences in holiday credits employees receive throughout the year due to varying work schedules, when employees are off on the holiday, they are all credited with 8 hours.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leave (continued)			<p> <u>New Section 1(B)</u> - Employees are credited with holiday hours equal to the employee's established workday (or eight hours, whichever is greater). However, leave used during the work period must be offset prior to special compensatory leave being earned pursuant to Rule 60L-34.0032(4), F.A.C. Previous agreements did not require sick leave and administrative leave related to negotiations to be offset with holiday credits which resulted in special compensatory leave accruals. Removal of these provisions was imposed by the Legislature in the 2013-14 contracts to better manage the further accrual of special compensatory leave liability. </p> <p> 2/6/17: OPB costing estimate of Union's proposals - Indeterminate </p> <p> 2/17/17: Impasse </p>

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19 - Personal Property – Replacement and/or Reimbursement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
20 - Educational Assistance Program	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
21 - Compensation for Temporary Special Duty in Higher Level Position	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
22 - Job-Connected Disability	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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23 - Workday, workweek and Overtime	1/30/17: Status quo	2/3/17: <u>New Section 1(E)(1)</u> - The Union proposes that employees not be required to adjust or otherwise modify their regular work schedule in anticipation of working excess hours during the work period. <u>New Section 1(E)(2)</u> - The Union proposes that employees should be paid overtime for extra hours worked (if the agency has sufficient overtime funds available to pay for the time) and not be required to adjust their schedule in order to avoid payment of extra hours worked.	<u>New Section 1(E)(1) & (E)(2)</u> - Management must retain its right to minimize overtime costs. In order to manage overtime costs, management must have the flexibility to adjust work hours throughout the work period. Because agencies are unable to predict future events that may require significant overtime funds, agencies have an obligation to actively manage overtime costs and maintain reserve funds to utilize during unforeseen circumstances.
24 - On-Call, Call-Back, and Court Appearances	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	<p>1/30/17: <u>Section 2</u> - The State proposes a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as outlined in the 2017-18 Governor's budget recommendations. *</p> <p><u>Section 3</u> - The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.</p>	<p>2/3/17: <u>Section 1(A)</u> - The Union proposes, effective 7/1/17, the minimum starting salary for bargaining unit classifications be increased by \$10,000.</p> <p><u>Section 1(B)</u> - The Union proposes, effective 7/1/17, all bargaining unit employees receive a \$10,000 increase to their annual base rate of pay.</p> <p><u>Section 1 (C)</u> - The Union proposes, effective 10/1/17, the State "match" the amount received by bargaining unit employees participating in the State Salary Incentive program provided for in Section 943.22 F.S.</p> <p><u>Section 6</u> - The Union proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).</p>	<p>The Union contends that their wage proposal will attract and retain quality law enforcement personnel to serve the State's citizens and is designed to enhance the professionalism of unit employees, increase their competitive wage status with other law enforcement personnel throughout the state and retain the employees in order to provide long-term service to the State and its citizens.</p> <p>2/14/17: OPB costing estimate of Union's proposals - <u>Section 1(A)</u> - \$251,883 <u>Section 1 (B)</u> - \$3,627,246 <u>Section 1 (C)</u> - \$220,320 <u>Section 6</u> - \$142,282</p> <p>2/10/17: <u>Section 2</u> - OPB costing estimate for Tier 1 and Tier 2 bonus awards, filled and unfilled positions - \$315,833 (includes benefits costs)</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)			2/16/17: OPB costing estimate of State's proposal for a competitive pay adjustment of five percent (5%) - \$1,001,550 2/17/17: Impasse
26 - Equipment and Service Awards	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
27 - Insurance Benefits	1/30/17: Eliminates spouse program in State Health Insurance program effective July 1, 2017.	2/3/17: <u>Section 1</u> - The Union proposes the continuation of the current benefits structure with no increase to premiums paid by employees. 2/3/17: <u>New Section 3</u> - The Union proposes that discussions with the Department of Management Services take place prior to 12/1/17 to establish a health saving account or similar program upon retirement.	2/3/17: The Union proposes the program be funded by sums derived from unused sick leave hours of employees paid by the State 2/6/17: OPB costing estimate of Union's proposals - Indeterminate 2/17/17: Impasse
28 - Travel Expenses	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
29 - Drug Testing	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
30 - No Strike	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.

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31 - State Personnel System Rules	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
32 - Management Rights	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
33 - Entire Agreement	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
34 - Savings Clause	1/30/17: Status quo	1/30/17: None	1/30/17: The Union tentatively agrees to the State's status quo.
35 - Duration	1/30/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 –Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020. Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	1/30/17: None	1/30/17: The Union tentatively agrees to the State's proposal.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier I measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

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 view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the Association shall elect at the outset which procedure is to be used and such

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

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.

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

For the State

For the PBA

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(D) After a grievance is presented, no new violation or issue can be raised unless the parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a grievance at Step 3. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 union.

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

(1) Oral Discussion

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

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

(2) Step 1

For the State

For the PBA

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(a) If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. 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.

(3) 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 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.

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit

For the State

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it in writing on the appropriate form as contained in Appendix B of this Agreement, to the 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 DMS shall discuss the grievance with the Association Grievance Representative, or grievant or his representative if not represented by the Association. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) 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.

(6) Step 4 – Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 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 (4) above, is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the grievant because he was not a dues-paying member of the Association, the grievant may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of ~~three~~ at least six permanent-arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The DMS Arbitration Coordinator shall schedule the arbitration hearing with the

For the State

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state and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

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

(d) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 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 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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

1. The arbitrator shall issue a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

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

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

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(j) The 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

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written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step.

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

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

SECTION 5 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

For the State

For the PBA

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of 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)(6) of this procedure shall be applicable.

For the State

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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 view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the Association shall elect at the outset which procedure is to be used and such

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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.

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

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(D) After a grievance is presented, no new violation or issue can be raised unless the parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a grievance at Step 3. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the 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 union.

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

(1) Oral Discussion

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

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

(2) Step 1

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(a) If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. 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.

(3) 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 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.

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit

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it in writing on the appropriate form as contained in Appendix B of this Agreement, to the 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 DMS shall discuss the grievance with the Association Grievance Representative, or grievant or his representative if not represented by the Association. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) 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.

(6) Step 4 – Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 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 (4) above, is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the grievant because he was not a dues-paying member of the Association, the grievant may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The DMS' Arbitration Coordinator shall schedule the arbitration hearing with the state

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and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

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

(d) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (sec (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 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.

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

1. The arbitrator shall issue a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

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

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

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(j) The 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

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written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step.

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

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

SECTION 5 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. 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 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

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(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.

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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. 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 which is designated as an employee’s official headquarters.

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

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

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

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

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

(A) An employee who has completed the 24 month minimum service obligation in his initial job assignment may apply for a lateral action, transfer, or change in duty station on the appropriate agency Request-request Form-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-request Form-form at any time; however, all such Requests-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-request Forms-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-request Form-form; provided, however, that employees whose Request-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-request Form-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

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Director's notification shall contain the reason(s) the less senior applicant was selected.

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

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 4 – Notice

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

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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 work days for this purpose. No employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours worked for the 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), Florida Statutes, shall not be subject to the grievance procedure.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel and Chief Negotiator

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. 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 which is designated as an employee’s official headquarters.

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

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

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

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

SECTION 2 – Procedures and Exceptions – Voluntary Lateral Action, Transfer, Change in Duty
For the State **For the PBA**

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

Station

(A) An employee who has completed the 24 month minimum service obligation in his initial job assignment may apply for a lateral action, transfer, or change in duty station on the appropriate 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 a 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.

(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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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.

SECTION 4 – Notice

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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

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 work days for this purpose. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

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), Florida Statutes, shall not be subject to the grievance procedure.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 18
LEAVE

The attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code of the Rules of the State Personnel System shall apply to all employees, except as noted in the Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

**ARTICLE 18
LEAVE-HOLIDAYS**

Proposal is drawn to:

FHP: Article 18, New Section 11
LEO: Article 18, New Section 11
SA: Article 18, New Section 1

New Section 11 [Section 1 in SA Agreement]

Section 11 – Holidays: Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

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 work days. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and 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.

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 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, Florida Administrative Code.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

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 work week containing a holiday, or during the closure of a facility during emergency conditions.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

ARTICLE 18
HOURS OF WORK-OVERTIME

Proposal is drawn to:

FHP: Article 18, New Section 5(D)

LEO: Article 18, New Section 5(D)

SA: Article 23, New Section 1(E)

New Section 5(D) [SA: New Section 1(E)]

- (D)(1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.

Article 25 *2016 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 2017-2018 General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION 3 – Competitive Pay Adjustments

Effective July 1, 2017, all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay.

SECTION 2-4 – 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 3-5 – Cash Payout of Annual Leave

Permanent-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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 46 – 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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 57 – Discretionary ~~Competitive~~ Pay Adjustments

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 ~~competitive~~ pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25 ~~2016 Legislative Impasse Resolution~~
WAGES

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

~~Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.~~

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018

General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

Effective January 1, 2018, the State and its agencies shall implement the Structured Professional Level Pay Plan which shall be available only to bargaining unit employees in accordance with the terms of the program as outlined in Appendix D.

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three “Satisfactory” performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive “Satisfactory,” and at least one “Commendable” or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 27 ~~2016 Legislative Impasse Resolution~~
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27 ~~2016 Legislative Impasse Resolution~~
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year ~~2016-2017~~2017-2018.

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

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

New Section 3

Prior to December 1, 2017, DMS and the PBA shall meet and discuss establishing a health saving account or a similar program to be available to unit employees upon their retirement from the State. The program would be funded by sums derived from unused sick leave hours of the employee and paid by the State. Meetings to discuss this program shall be treated as negotiations between the State and PBA, pursuant to Article 5, Section 9.

Tiered Bonus Summary

Tier 1	GR	TF	Total	FTE
10 - Special Agent Unit	128,339	30,371	158,710	295.00
Tier 2 (99% of Tier 1)	GR	TF	Total	
10 - Special Agent Unit	127,056	30,067	157,123	

Law Enforcement 5% Pay Increase

The State proposes all employees shall receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.

CBU	Amount
06 - Law Enforcement	\$3,410,325
10 - Special Agent	\$1,001,550
12 - Florida Highway Patrol	\$5,065,960

**Police Benevolent Association (PBA) - Special Agents (CBU 10) Wage Proposals
Fiscal Year 2017-2018**

Union/Issue	Estimated Cost	Comments
Article 25, Section 1: Provides for a 8.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2017.	\$1,491,671	Calculation is based on filled positions including benefits (274). LAS/PBS November 2016 data was the source for the calculation.
Article 25, Section 6: Provides for a Career Path Pay Plan providing tiered increases (3-4 yrs= 5%, 5-6 yrs=10%, 7-9 yrs=15%, 10+ yrs =20%) on each CBU employee's base rate of pay, effective October 1, 2017.	\$2,080,304	Calculation is based on eligible positions (filled for over 3 years) including benefits (185). People First as of December 21, 2016 was used for agency hire date and base salary rate.
Article 25, Section 1 (A): Increase the minimum starting salary for bargaining unit classifications in the amount of \$10,000.	\$251,883	Calculation is based on vacant positions including benefits (19). PeopleFirst data as of January 31, 2017 was the source of the position data.
Article 25, Section 1 (B): Increase the annual base rate of pay for all bargaining unit employees by \$10,000.	\$3,627,246	Calculation is based on filled positions including benefits (275). PeopleFirst data as of January 31, 2017 was used as the source of position data.
Article 25, Section 1 (C): Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in section 943.22, Florida Statutes.	\$220,320	DMS-PeopleFirst provided a listing of CJIP recipients and their gross monthly incentive amount by position and CBU. The monthly incentive amount for CBU 10 was \$24,480. This monthly amount was multiplied by 9 to generate the estimated cost to "match" the existing incentive effective October 1, 2017.
Article 25, Section 6: Proposes a Structured Professional Level Pay Plan with 4 levels, wherein bargaining unit employees that meet established requirements related to performance and training would receive salary enhancements prior to their 4th anniversary (2%), 8th anniversary (5%), 12th anniversary (5%), and 16th anniversary (5%).	\$142,282	Calculation is based on filled positions that will achieve their 4th (28), 8th (4), 12th (16), or 16th (4) anniversary date during Fiscal Year 2017-18. An increase of 2% was applied to employees reaching their 4th anniversary, and 5% was applied to those at their 8th, 12th, or 16th anniversary. The percentages were applied to the annual salary after the increase in Section 1(B). 99% of the calculated total is provided, based on the assumption that 1% will not achieve the performance requirements. The cost includes benefits and represents a full fiscal year. PeopleFirst data as of January 31, 2017 was used as the source of the position data.

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Shaded = Closed/Tentative Agreement
Articles at Impasse: 23, 25, 26, 27

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
2 - Vacant	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
3 - Vacant	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
4 - No Discrimination	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
5 - Employee Representation and Association Activities	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
6 - Grievance Procedure	2/2/17: Section 2(B)(1) - The State proposes that hours spent by a Grievance Representative (investigations, representation, etc.) shall be deemed as time worked rather than administrative leave. Section 2 (B)(3) - The State proposes an increase in maximum travel miles for a Grievance Representative up from 25 miles to 50 miles.	2/2/17: None	2/2/17: The Union tentatively agrees to the State's proposal.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Disciplinary Action	2/2/17: (D) - The State proposes that an agency have sole discretion in the decision to deduct special compensatory leave from an employee's leave balance in lieu of serving a suspension. If the employee does not have sufficient special compensatory to cover the entire suspension period, the agency may deduct annual leave to cover the remaining portion of the suspension or require the employee to serve the suspension in full.	2/2/17: None	2/2/17: The Union tentatively agrees to the State's proposal.
8 - Workforce Reductions	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
9 - Reassignment, Transfer, Change in Duty Station	2/2/17: Section 2 - Revised to reflect the discontinuation of the present People First Request Form for Reassignment, Lateral Action, Transfer, Change in Duty Station. Also, the State proposes that request forms expire at the end of the FY (June 30) rather than on May 31 of each year.	2/2/17: None	<p>The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station.</p> <p>2/2/17: The Union tentatively agrees to the State's proposal.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 - Promotions	2/2/17: <u>Section 2</u> - The State proposes that 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, rather than submitting an agency form. The proposal requires employees to submit a new application for each promotional opportunity advertised to be considered for promotion.	2/2/17: None	<p>The State's proposals are in conjunction with changes in the People First system designed to streamline the process associated with filling vacancies with permanent status employees who request a reassignment, lateral action, transfer or change in duty station. The use of agency Request for Promotion forms that are kept on file from June 1 of each year to May 31 of the next year will be eliminated.</p> <p>2/2/17: The Union tentatively agrees to the State's proposal.</p>
11 - Classification Matters	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
12 - Personnel Records	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
13 - Safety	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
14 - Performance Planning and Evaluation	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 - Scope of Health Care Professional Practice	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
16 - Employment Outside State Government	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
17 - vacant	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
18 - Leave	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
19 - Replacement of Personal Property	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
20 - Training and Education	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
21 - Compensation For Temporary Special Duty in a Higher Position	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
22 - Disability Leave	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Compensatory Time	2/2/17: Status quo	<p>2/2/17: <u>New Section 6(A)(1)</u> - Union proposes that 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.</p> <p><u>New Section 6(B)(1)</u> - The Union proposes that an employee who is 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>Employees who are called to duty during emergency situations and/or holidays earn special compensatory leave (SC). SC earned for working on holidays that is not used each year by the April 30 or October 31 deadlines shall be forfeited. SC earned for working during an emergency situation that is not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited. These SC forfeitures deadlines may be extended by the agency for an additional 180 days when staffing needs related to public safety prevent the use of the SC.</p> <p>Rule provisions currently provide the benefit described in the Union's new Section 6 (B)(1).</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Compensatory Time (continued)		New Section 7(1) - (Department of Health EMPLOYEES ONLY) 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.	Agencies currently have the ability to activate their extraordinary pay plans in situations that warrant extra compensation for excluded employees (subject to having an approved plan and available funding). 2/17/17: Impasse
24 - On-Call Assignment	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
25 - Wages	2/2/17: <u>Section 2</u> - The State proposes a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as outlined in the 2017-18 Governor's budget recommendations. *	2/2/17: <u>New Section 3</u> - The Union proposes all bargaining unit employees receive a competitive pay adjustment of five percent (5%) to the employee's June 30, 2017 base rate of pay to be effective July 1, 2017.	12/22/16: OPB Costing of Union's proposals - <u>New Section 3</u> - \$10.2m 2/10/17: <u>Section 2</u> - OPB costing for Tier 1 and Tier 2 bonus awards, filled and unfilled positions - \$4,250,696 (includes benefits costs) 2/17/17: Impasse

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Differential Pay	2/2/17: Status quo	12/14/16: (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. (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.)	A shift differential 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. 2/16/17: OPB costing estimate of Union's proposals - \$616,163 2/17/17: Impasse
27 - Insurance Benefits	2/2/17: Eliminates spouse program in State Health Insurance program effective July 1, 2017.	2/2/17: The Union proposes the continuation of the current benefits structure with no increase to premiums paid by employees.	2/17/17: Impasse
28 - Travel Expenses	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
29 - Drug-Free Workplace	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
30 - No Strike	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
31 - vacant	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
32 - Management Rights	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
33 - Entire Agreement	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
34 - Savings Clause	2/2/17: Status quo	2/2/17: None	2/2/17: The Union tentatively agrees to the State's status quo.
35 - Duration	1/30/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 –Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020. Changes delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.	1/30/17: None	1/30/17: The Union tentatively agrees to the State's proposal.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p><u>Employee Eligibility Requirements (all Tiers):</u></p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p><u>Distribution of Awards:</u> The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

The State of Florida

and

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

Union Contract Proposals 2017

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 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, Florida Administrative Code.

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an agency established extended work period will earn regular compensatory leave credits on an hour-for-hour basis. In accordance with the provisions of Rule 60L-34.0043(5), Florida Administrative Code, 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, Florida Administrative Code that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may 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, Florida Administrative Code as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

SECTION 2 – Rest Periods

Whenever practicable, employees’ daily work schedules will provide for a 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, Florida Administrative Code.

SECTION 4 – Work Schedule

(A) Except in emergency situations, normal work schedules showing the employees’ shifts, workdays, and hours will be posted on applicable bulletin boards no less than 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.

(B) (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, Florida Statutes, or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

(1) Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.

(2) An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

(D) 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 25: Wages

Section 1- All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2017.

New Section 6- Anniversary Date

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 **\$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 **\$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.~~

Article 25 *2016-Legislative Impasse Resolution*
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year ~~2016~~2017-2017-2018 General Appropriations Act and other provisions of state law.

(B) A discretionary, one-time lump sum bonus shall be awarded to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017;

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

In accordance with the authority provided in the Fiscal Year ~~2016~~2017-2017-2018 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016~~2017-2017-2018 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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016~~2017-2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 26
DIFFERENTIAL PAY

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 27
INSURANCE BENEFITS

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018 except as follow:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 27
INSURANCE BENEFITS

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Tiered Bonus Summary

Tier 1	GR	TF	Total	FTE
04 - Prof Health Care	671,889	1,464,139	2,136,028	3,246.85
Tier 2 (99% of Tier 1)	GR	TF	Total	
04 - Prof Health Care	665,170	1,449,498	2,114,668	

State Health Care Professional Collective Bargaining Unit - FNA (04)
Fiscal Year 2017-18 Wage Proposals

Union/Issue	Estimated Cost	Comments
<p>Article 25, Section 1: Effective July 1, 2017, 5% across the board pay increase</p>	<p>\$10.2m</p>	<p>A 5% competitive pay adjustment for filled positions effective July 1, 2017. LAS/PBS was the source used for the calculation (November 2016 data).</p>
<p>Article 26: \$1 increase in the hourly pay employee's working an evening or night shift.</p>	<p>\$616,163</p>	<p>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 assumed to be working 693 hours for the evening shift and 693 hours for the night shift and assumes that the employee works the same shift year round.</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, 2017
Status of Collective Bargaining Negotiations as of: February 15, 2017
Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation
Shaded - Closed/Tentatively Agreed
Articles at IMPASSE: 10, 11, 18, 19

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
2 - Gender Reference	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
3 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
4 - No Discrimination	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
5 - Employee Rights, Management, and Union Communications	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
6 - Grievance Procedure	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
7 - Employee Standards of Conduct and Performance	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
8 - Workforce Reductions	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
9 - Reassignment and Transfer	2/16/17: Adds definition of "transfer" to Article and includes language relating to transfers as well as reassignments. Section (2)(C): Add sentence that says: "The agency shall provide a copy of the request form to the Union upon its request."	2/16/17: Section (2)(C): Remove the provision that says it is the employee's responsibility to furnish the Union with a copy of the employee's request form.	2/16/17: Tentative agreement to State's Proposal.
10 - Classification and Pay Plan	11/14/16: Status Quo	As of 2/16/17: Union holding for further consideration.	2/15/17: Impasse

Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review and Professional Practice Scope	11/14/16: Status Quo	As of 2/16/17: Union holding for further consideration.	2/15/17: Impasse
12 - Personnel Records	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
13 - Safety	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
14 - Replacement of Personal Property	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
15 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
16 - Hours of Work and Employee Leave	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
17 - Training and Education	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
18 - Wages	2/2/17: Adds new Section 2, which provides a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as defined in the 2017-18 GAA* Renumbers remaining Sections, and updates Article to reflect the Fiscal Year 2017-18.	As of 2/2/17: None	2/10/17: OPB Costing Estimate for State's Proposal: Tier 1 and Tier 2 (plus benefits) for filled and unfilled positions: \$860,193. 2/15/17: Impasse

Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)
SES Attorneys Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Insurance Benefits	2/2/17: (1) Eliminates spouse program in state group health insurance program effective 7/1/17; and, (2) Effective January 1, 2018 SES employees shall pay the same health insurance premiums as Career Service employees.	As of 2/15/17: None	2/15/17: Impasse
20 - Per Diem and Travel Expenses	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
21 - Employment Outside of State Government	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
22 - Vacant	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
23 - Management Rights	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
24 - Entire Agreement	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.
25 - Savings Clause	2/2/17: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement to State's status quo.

Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Duration	<p>2/2/17: Revises the term of Section 1 to reflect that the ratified agreement shall not expire until June 30, 2020. In addition to Article 25 - Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-19 and Fiscal Year 2019-2020.</p> <p>Section 2 - Changes the delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.</p> <p>2/7/17: Memorandum of Agreement provides for the merger of the three SES Agreements. (Includes a timeline of progress.)</p>	<p>11/14/16: No official proposal, but requested (1) a three-year agreement, and (2) create a Master Contract incorporating the three SES agreements.</p> <p>2-2-17: Agreed to a Memorandum of Agreement with specific dates of progress of merging the three SES Agreements.</p>	2/2/17: Tentative agreement to State's Proposal.

Federation of Physicians and Dentists - State Employees Attorneys Guild (FPD-SEAG)
SES Attorneys Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined. Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined. Executive Office of the Governor (EOG) approved measures (the Tier I measures). If the agency does not meet the Tier I measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this unit, designed to attract and retain qualified personnel.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided a copy of the employee's position description.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands;
- (2) The allocation of each position to a pay broadband level, and;
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay range. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to exigent circumstances.

(F) Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any salary increases.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 – Classification Review

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

(B) If the Agency Head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or designee. The employee must request review by the Secretary of the Department of Management Services or designee within 14 days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties. The process set forth in this Article shall be the sole method to resolve a disagreement concerning employee position classification and issues involving employee position classification shall not be subject to the grievance procedure of this Agreement.

SECTION 2 – Scope of Professional Practice

The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 18
WAGES

SECTION 1 – Pay Provisions – General

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016~~7~~-2017~~8~~ General Appropriations Act and other provisions of state law.

SECTION 2 - Discretionary Performance Based Awards

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

SECTION 23 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2016~~7~~-2017~~8~~ 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 34 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2016~~7~~-2017~~8~~ 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.

SECTION 45 – Discretionary Competitive Pay Adjustments

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

In accordance with the authority provided in the Fiscal Year 2016~~7~~-2017~~8~~ General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 19
INSURANCE BENEFITS

~~The 2016-17 Fiscal Year General Appropriations Act (GAA) provides in Section 8, Item (3)(c) that effective July 1, 2016, for the coverage period beginning August 1, 2016, the Selected Exempt Service employee share of the health insurance premiums for the standard plans and the high deductible health plans in the State Group Health Insurance Program shall continue to be \$8.34 for individual coverage and \$30 per month for family coverage. Rates for 2017-18 will be set in the 2017 GAA.~~

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

Selected Exempt Service participants in the State Employees Group Health Self-Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2018.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Federation of Physicians and Dentists (FPD) - SES Physicians
Physicians Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
2 - Gender Reference	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
3 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
4 - No Discrimination	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
5 - Employee Rights, Management, and Union Communications	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
6 - Grievance Procedure	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
7 - Employee Standards of Conduct and Performance	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
8 - Termination Due to a Reduction in Force and Recall	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
9 - Reassignment and Transfer	2/16/17: Adds definition of "transfer" to Article and includes language relating to transfers as well as reassignments. Section (2)(C): Add sentence that says: "The agency shall provide a copy of the request form to the Union upon its request."	2/16/17: Section (2)(C): Remove the provision that says it is the employee's responsibility to furnish the Union with a copy of the employee's request form.	2/16/17: Tentative agreement to State's Proposal.
10 - Classification and Pay Plan	11/14/16: Status Quo	As of 2/2/17: None - Union holding for further consideration.	2/15/17: Impasse

**Federation of Physicians and Dentists (FPD) - SES Physicians
Physicians Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2017
Status of Collective Bargaining Negotiations as of: February 15, 2017
Fiscal Year 2017-20 Successor Agreement Negotiations - ALL Articles Open for Negotiation
Shaded - Closed/Tentatively Agreed
Articles at IMPASSE: 10, 11, 18, 19**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification Review and Professional Practice Scope	11/14/16: Status Quo	As of 2/2/17: None - Union holding for further consideration.	2/15/17: Impasse
12 - Personnel Records	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
13 - Safety	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
14 - Replacement of Personal Property	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
15 - Drug Testing	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
16 - Leaves of Absence, Hours of Work	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
17 - Training and Education	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
18 - Wages	2/2/17: Adds new Section 2, which provides a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as defined in the 2017-18 GAA* Renumbers remaining Sections, and updates Article to reflect the Fiscal Year 2017-18.	As of 2/2/17: None	2/10/17: OPB Costing Estimate for State's Proposal: Tier 1 and Tier 2 (plus benefits) for filled and unfilled positions: \$223,419. 2/15/17: Impasse

**Federation of Physicians and Dentists (FPD) - SES Physicians
Physicians Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2017
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Articles at IMPASSE: 10, 11, 18, 19**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
19 - Insurance Benefits	2/2/17: (1) Eliminates spouse program in state group health insurance program effective 7/1/17; and, (2) Effective January 1, 2018, SES employees shall pay the same health insurance premiums as Career Service employees.	As of 2/2/17: None	2/15/17: Impasse
20 - Per Diem and Travel Expenses	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
21 - Pay Plan and Classification of Work	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
22 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
23 - Management Rights	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
24 - Entire Agreement	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
25 - Savings Clause	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.

Federation of Physicians and Dentists (FPD) - SES Physicians
Physicians Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Duration	<p>2/2/17: Revises the term of Section 1 to reflect that the ratified agreement shall not expire until June 30, 2020. In addition to Article 25 - Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-19 and Fiscal Year 2019-2020.</p> <p>Section 2 - Changes the delivery method to email or U.S. Mail, return-receipt requested U.S. Mail instead of registered or certified mail.</p> <p>2/7/17: Memorandum of Agreement provides for the merger of the three SES Agreements. (Includes a timeline of progress.)</p>	<p>11/14/16: No official proposal, but requested the following:</p> <p>(1) a three-year agreement; and,</p> <p>(2) create a Master Contract incorporating the three SES agreements.</p> <p>2/2/17: Memorandum of Agreement with specific dates of progress of merging the three SES Agreements.</p>	2/2/17: Tentative agreement with State's Proposal.

**Federation of Physicians and Dentists (FPD) - SES Physicians
Physicians Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
			<p>*Discretionary Performance-Based Awards</p> <p><u>Eligibility:</u></p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier 1 bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier 1 measures). If the agency does not meet the Tier 1 measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p><u>Employee Eligibility Requirements (all Tiers):</u></p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p><u>Distribution of Awards:</u> The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a pay band, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay band. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to budget limitations if approved by the Secretary of the Department of Management Services. All acting appointments will be handled and compensated in accordance with Chapter 60L-33, Florida Administrative Code. The Union shall be notified in writing of any increase or decrease in a bargaining unit employee's salary. Increases in salary will be consistent with state law.

(F) Unless a different reporting procedure is prescribed by the Secretary of the Department of Management Services, the employing agency shall promptly report to the

For the State

For the FPD

Michael Mattimore
State's Chief Labor Negotiator

Mark Neimeiser
Interim Executive Director

Date

Date

Department the initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such adjustments are deemed appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all Agency Heads, of which a copy shall be provided to the Union.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 – Classification Review

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

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or designee. The written decision of the Secretary of the Department of Management Services or designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 – Scope of Health Care Professional Practice

(A) The state will comply with all statutory and rule provisions relating to Chapters 458 and 459, Florida Statutes. The state recognizes that physicians and osteopaths licensed to practice in the state are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) A physician who has been ordered to provide medical service which in his professional judgment could be a threat of injury or illness to himself or others or is inconsistent with (A) above, may request an expedited consultation, either oral or written, from the Medical Director without fear of intimidation.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

(C) Employees may appeal up to and including arbitration of the grievance procedure, the assignment of duties that the employee alleges jeopardizes the employee's professional license.

(D) The employee will state the specific duties at issue, and will reference the provision(s) of law he feels places his license in jeopardy. Failure to provide this information will result in a dismissal of the grievance. An employee may report alleged violations of the Medical Practice Act(s) or Federal Law, as appropriate, without fear of retribution.

(E) The state shall comply with all applicable provisions of HIPPA.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 18
WAGES

SECTION 1 – Pay Provisions – General

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year ~~2016-2017-2018~~ General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017-2018~~ 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 34 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017-2018~~ 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

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

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

SECTION 45 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017-2018~~ General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 19
INSURANCE BENEFITS

~~The 2016-17 Fiscal Year General Appropriations Act (GAA) provides in Section 8, Item (3)(c) that effective July 1, 2016, for the coverage period beginning August 1, 2016, the Selected Exempt Service employee share of the health insurance premiums for the standard plans and the high deductible health plans in the State Group Health Insurance Program shall continue to be \$8.34 for individual coverage and \$30 per month for family coverage. Rates for 2017-18 will be set in the 2017 GAA.~~

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

Selected Exempt Service participants in the State Employees Group Health Self-Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2018.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

FPPD - SES
Supervisory nonprofessional

**Federation of Physicians and Dentists (FPD) - SES Supervisory
 Supervisory Non-Professional Unit - State Personnel System
 Current One-Year Agreement Expires June 30, 2017
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 Shaded - Closed/Tentatively Agreed
 Articles at IMPASSE: 11, 23, 25**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
1 - Recognition	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
2 - Gender Reference	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
3 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
4 - No Discrimination	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
5 - Union Activities and Employee Representation	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
6 - Grievance Procedure	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
7 - Employee Standards of Conduct	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
8 - Employee Rights	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
9 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
10 - Career Opportunities	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
11 - Classification and Pay Plan	11/14/16: Status Quo	As of 2/15/17: Union holding for further consideration.	2/15/17: Impasse
12 - Personnel File	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
13 - Safety	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
14 - Review and Performance Evaluation	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.

**Federation of Physicians and Dentists (FPD) - SES Supervisory
Supervisory Non-Professional Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
15 - Scope of Professional Responsibilities	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
16 - Employment Outside of State Government	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
17 - Drug Testing	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
18 - Hours of Work/Overtime and Leaves of Absence	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
19 - Holidays	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
20 - Training	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
21 - Travel Expenses	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
22 - Replacement of Personal Property	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
23 - Insurance Benefits	2/2/17: (1) Eliminates spouse program in state group health insurance program effective 7/1/17; and, (2) Effective January 1, 2018 SES employees shall pay the same health insurance premiums as Career Service employees.	As of 2/2/17: None	2/15/17: Impasse
24 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.

**Federation of Physicians and Dentists (FPD) - SES Supervisory
Supervisory Non-Professional Unit - State Personnel System
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	2/2/17: Adds new Section 2, which provides a one-time, lump-sum "Discretionary, Performance-Based Award" to eligible employees, which is based upon tiers to include performance evaluations for the period 7/1/16 - 6/30/17, along with unspent appropriations during FY 2016-17, as defined in the 2017-18 GAA* Renumbers remaining Sections, and updates Article to reflect the Fiscal Year 2017-18.	As of 2/2/17: None	2/10/17: OPB Costing Estimate for State's Proposal: Tier 1 and Tier 2 (plus benefits) for filled and unfilled positions: \$1,386,222. 2/15/17: Impasse
26 - Printing of the Agreement	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
27 - Vacant	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
28 - Management Rights	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
29 - Entire Agreement	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.
30 - Savings Clause	11/14/16: Status Quo	As of 2/2/17: None	2/2/17: Tentative agreement with State's status quo.

**Federation of Physicians and Dentists (FPD) - SES Supervisory
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 Articles at IMPASSE: 11, 23, 25**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
31 - Duration	2/2/17: The ratified agreement shall not expire until June 30, 2020. In addition to Article 25 - Wages, each party may select up to three (3) additional articles within this Agreement that shall be subject to negotiations for Fiscal Year 2018-19 and Fiscal Year 2019-2020. 2/7/17: Memorandum of Agreement provides for the merger of the three SES Agreements. (Includes a timeline of progress.)	11/14/16: No official proposal, but requested the following: (1) a three-year agreement, and (2) create a Master Contract incorporating the three SES agreements. 2/2/17: Memorandum of Agreement with specific dates of progress of merging the three SES Agreements.	2/2/17: Tentative agreement with State's proposal.

**Federation of Physicians and Dentists (FPD) - SES Supervisory
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>*Discretionary Performance-Based Awards</p> <p>Eligibility:</p> <p>Tier 1: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures. (Each agency head will propose three to five measures based upon direction from the Governor regarding the primary focus or goals of the agency for the annual rating period.) If the agency does not meet these measures, employees are not eligible for a Tier I bonus. • Employees meet Employee Eligibility Requirements. <p>Tier 2: \$500</p> <ul style="list-style-type: none"> • Agency meets pre-determined, Executive Office of the Governor (EOG) approved measures (the Tier I measures). If the agency does not meet the Tier I measures, employees are not eligible for a Tier II bonus. • Employees meet Employee Eligibility Requirements. • The employee's overall annual performance evaluation rating score for the period of July 1, 2016 to June 30, 2017, must indicate Satisfactory, Commendable or Outstanding performance through a rating of 3.00 or above. <p>Tier 3: (Up to \$500)</p> <ul style="list-style-type: none"> • The agency must realize savings from its current (FY 2016-17) agency budget allocation. Agency heads submit a plan to EOG for validation and approval that identifies the source of the savings and the recommended distribution amount per employee. <p>Employee Eligibility Requirements (all Tiers):</p> <ul style="list-style-type: none"> • The employee must have a Continuous Service Date of July 1, 2016 or prior, must not be serving in a Career Service position with probationary status (due to new hire, promotion, demotion or reassignment) during the period of July 1, 2016 and June 30, 2017, and not have an original appointment in a Selected Exempt Service (SES) or Senior Management Service (SMS) position during the period of July 2, 2016 and June 30, 2017. • The employee must be continuously employed within the State Personnel System between July 1, 2016 and October 23, 2017. • The employee must not have had any sustained disciplinary action between July 1, 2016 and October 23, 2017. • Other Personal Services (OPS) employees are not eligible for a performance bonus. <p>Distribution of Awards: The Awards shall be paid to the appropriate eligible employees no later than October 23, 2017.</p>			

Article 11
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this unit, designed to attract and retain qualified personnel consistent with applicable law, rules, and regulations. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request an employee shall be provided a copy of his position description either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the current position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a broadband level, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay band. The Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for the increase, and the increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

(F) The Department of Management Services may adjust a pay band in the classification and pay plan when adjustments are appropriate. A salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of individual salary increases.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 23
INSURANCE BENEFITS

~~The 2017–18 Fiscal Year General Appropriations Act (GAA) provides in Section 8, Item (3)(e) that effective July 1, 2017, for the coverage period beginning August 1, 2017, the Selected Exempt Service employee share of the health insurance premiums for the standard plans and the high deductible health plans in the State Group Health Insurance Program shall continue to be \$8.34 for individual coverage and \$30 per month for family coverage. Rates for 2018-19 will be set in the 2017 GAA.~~

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2017-2018 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Self-Insurance Plan will no longer be available as of July 1, 2017. After this date, spouses enrolled in the Plan will have the option to each select individual coverage or for one of the employees to select family coverage to include their spouse and any eligible dependents and will pay the same premiums as other employees who enroll in individual or family coverage in the Plan.

Selected Exempt Service participants in the State Employees Group Health Self-Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2018.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year ~~2016-2017~~2018 General Appropriations Act and other provisions of state law.

SECTION 2 – Discretionary Performance Based Awards

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2016 through June 30, 2017, and for agency savings generated from verified unspent appropriations during Fiscal Year 2016-2017. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2017-2018 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 23, 2017, and are subject to funding as provided in the 2017-2018 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 34 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

For the State

For the FPD

Michael Mattimore
State’s Chief Negotiator

Mark Neimeiser
Interim Executive Director

Date

Date

SECTION 45 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date