



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Hooper, Alternating Chair
Representative McClain, Alternating Chair

**AMENDED
Meeting Packet
Materials submitted by:
Department of the Lottery**

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

Bill Galvano
President



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

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

January 14, 2020

VIA UNITED STATES
& ELECTRONIC MAIL
(SenateGovOversightandAccountability@flsenate.gov)

Joe McVaney
Staff Director
Joint Select Committee on Collective Bargaining
The Florida Legislature
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Joint Select Committee on Collective Bargaining

Dear Mr. McVaney:

The Florida Lottery (“Lottery”) has met and negotiated with the Federation of Public Employees (“FPE”). The Lottery has conducted a thorough review of the existing collective bargaining agreement and has found the need to update the language. The FPE has been provided with the revised proposed collective bargaining agreement but has yet to provide a response. The following articles are unresolved.

ARTICLE 2 – Non-Discrimination
ARTICLE 4 – Grievance Procedure, Non-disciplinary Cases
ARTICLE 5 – Arbitration – Non-Disciplinary Cases
ARTICLE 6 – Employee Records
ARTICLE 7 – On-Site Representatives
ARTICLE 8 – Bulletin Boards
ARTICLE 9 – Union Dues Deductions
ARTICLE 10 – Work Rules and Procedures
ARTICLE 11 – Work Week
ARTICLE 12 – Wages and Pay Plan
ARTICLE 13 – Overtime and Call Back Pay
ARTICLE 15 – Promotions, Job Postings, Filling Vacancies and New Positions

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ARTICLE 16 – Working Out of Classification
ARTICLE 18 – Leaves
ARTICLE 19 – Holidays
ARTICLE 20 – Subcontracting
ARTICLE 23 – Political Activity
ARTICLE 25 – Dual or Secondary Employment
ARTICLE 28 – Savings Clause
ARTICLE 29 – Totality of Agreement

Of the above Articles, proposed changes to 2, 4, 5, 6, 7, 8, 9, 10, 11, 16, 20, 23, 25, 28, 29, and 30 are not substantive in nature. The Lottery will continue to negotiate with the FPE in an effort to resolve all outstanding contract articles. A copy of the last proposed articles by the Lottery are attached hereto.

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

Regards,



J. Wes Gay

Attachment

**Agreement between the
STATE OF FLORIDA DEPARTMENT OF THE LOTTERY
and the
FEDERATION OF PUBLIC EMPLOYEES**

**Lottery Administrative
&
Support Bargaining Unit**

January 1, 2020 through December 31, 2022

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AGREEMENT

THIS AGREEMENT, entered into by THE STATE OF FLORIDA, DEPARTMENT OF THE LOTTERY, hereinafter called the Lottery, and the FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, (AFL-CIO), hereinafter referred to as the Federation or Union.

The Lottery and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain Lottery personnel included in the certified unit with respect to wages, hours and terms and conditions of employment, and the parties, following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings, which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

Article 1

RECOGNITION

Section 1 - Inclusions

1.1 The State of Florida, Department of the Lottery, recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO), as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the administrative and support bargaining unit.

1.2 The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Public Employees Relations Commission, hereinafter also referred to as "PERC," in Case No. RC-95-036.

1.3 This Agreement includes all full-time and part-time Lottery Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except for those full-time and part-time employees in Section 2 of this Article.

1.4 The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the Lottery and the Federation. If agreements are not possible, the matter shall be referred to the Public Employees Relations Commission for resolution.

1.5 Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the above unit or as adjusted by mutual agreement of the parties. Certification #1128, issued by PERC in Case No. RC-95-036.

Section 2 - Exclusions

All managerial employees, confidential employees, professional employees, supervisory employees and security employees employed by the Lottery, as defined by the Florida Public Employees Relations Commission, in Case No. RC-95-036.

Article 2

NON-DISCRIMINATION

2.1 The Lottery and the Federation agree that the basic intent of this Agreement is to provide a harmonious working relationship between the Lottery and the Federation. The Lottery and the Federation agree that all provisions of this Agreement shall be applied to all employees covered, the Lottery and the Federation affirm their joint opposition to any discriminatory practices as provided by law.

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

~~2.3~~—The Lottery and Federation agree they will not discriminate against any employee on account of race, color, religion, disability, national origin, age, sex, or marital status. The parties further recognize that the Lottery has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government. Therefore, claims of employment discrimination against the Lottery, its officers or representatives shall not be reviewable as a violation of this Agreement. Furthermore, upon the filing of any claim of employment discrimination with any state or federal agency or court, the Lottery may terminate its investigation, consideration or resolution of any similar claim of employment discrimination. ~~then pending in its internal grievance procedure, as set forth in Lottery policy its rules at Chapter 53-18.~~

**Article 3
MANAGEMENT
RIGHTS**

3.1 The Federation recognizes that all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the Lottery, except as expressly modified or restricted by a specific provision of this Agreement. The Federation recognizes that the Lottery has the following rights, powers, authority, and discretion subject to the terms and conditions of this Agreement:

- a. To determine the organization of the Lottery.
- b. To determine the purpose of each of its constituent divisions or subdivisions.
- c. To exercise control and direction over the organization and efficiency of the operation of the Lottery.
- d. To set standards of productivity and for the services to be rendered.
- e. To manage and direct the employees of the Lottery.
- f. To hire employees, determine their qualifications, assign and direct their work: to classify, transfer, evaluate, promote, train, schedule, retain, lay-off, recall and retire employees.
- g. To reprimand, suspend, demote, terminate, or otherwise, discipline employees.
- h. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legislative reasons that are not in conflict with this Agreement.
- i. To determine the location, methods, means, and personnel by which operations are to be conducted.
- j. To determine the number of employees to be employed by the Lottery.
- k. To establish, change, modify, expand, reduce, alter, combine, transfer, assign, or cease any job, division, operation, service or project.
- l. To establish, change, or modify duties, tasks, responsibilities, or requirements within the job description in the interest of efficiency, economy, technological change, or operating requirements.
- m. To establish, implement, and maintain an effective Internal Security Practice.
- n. To set dress code and uniform standards.
- o. To set the starting and stopping time and to schedule the number of hours and shifts to be worked.
- p. To approve or disapprove time off from work or leave without pay.
- q. To use independent contractors to perform work or services; to subcontract,

contract out, close or relocate the Lottery's operations or portions thereof.

- r. To control and regulate the use of Lottery machinery, facilities, equipment, and other property.
- s. The Federation acknowledges that the Lottery from time to time may establish, make changes, combine, or modify the duties, tasks, responsibilities, or requirements within the job descriptions and policies of the Lottery and other official documents setting forth rules, regulations, and operational procedures. The Lottery will furnish the Federation's designated representative a copy of all applicable HR policy changes ten (10) days prior to implementation, whenever possible. This does not constitute a waiver of the Federation's right to impact bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Lottery within ten (10) calendar days after notice of the change is received by the Federation.
- t. To publicize and enforce the Lottery's policies and procedures.

3.2 The Lottery's failure to exercise any right, prerogative, or function, hereby reserved to it, or the Lottery's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Lottery's right to exercise such right, prerogative, or function, or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The above rights of the Lottery are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the Lottery in its capacity of management and direction of the Lottery. Any rights, powers, and authority the Lottery had prior to entering into this Agreement are retained by the Lottery except as expressly and specifically abridged, deleted, granted, or modified by this Agreement. Those inherent and common-law management functions and prerogatives which the Lottery has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to any grievance procedure.

Article 4

GRIEVANCE PROCEDURE, NON-DISCIPLINARY CASES

It is the policy of the Lottery and the Federation to encourage informal discussions between supervisors and employees regarding employee complaints. Such discussion should be held with a view to reach an understanding which will resolve the matter without need for recourse to the formal grievance procedure prescribed in the Article.

4.1 Definitions as used in the Article:

(a) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this agreement and matters affecting an employee's wages, benefits, terms and conditions of employment set forth in Lottery policies, except as exclusions are noted in this Agreement.

A grievance or complaint involving disciplinary action for performance deficiencies or conduct offenses shall not constitute a grievance subject to the grievance arbitration provision of this Agreement. Excluded from the grievance arbitration are those types of disciplinary actions set forth in Lottery's Standards of Conduct and Performance Management deficiencies described in Lottery Rule 53-17 policies inclusive. Instead, such a non-arbitrable grievance involving a reduction in pay, suspension of five (5) days or more, demotion or discharge shall be filed directly with the Lottery Secretary within fourteen (14) calendar days following issuance of written notice of the imposed disciplinary action. Grievances involving oral reprimand, written reprimand, suspension of less than five (5) days, and performance deficiencies are not subject to the grievance arbitration provision of this agreement ~~or the procedures set forth in section 53-18.002 of the Lottery policy rules~~. Any grievance filed with the Secretary shall include a detailed statement of facts sufficient to support the issues on which the grievance is based, together with the specific provision or provisions of the agreement allegedly violated, and the relief requested. The Secretary or designee may have a meeting with the employee and/or the designated Federation representative to discuss the grievance. The Secretary or designee shall issue a written decision to the employee and the Federation, if applicable, within seven (7) days after receipt of the written grievance or the date of any meeting conducted by the Secretary or designee. The decision of the Secretary constitutes discretionary executive action, which is final, binding and not subject to further appeal in any form.

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

(c) "Days" shall mean calendar days.

(d) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Federation to investigate grievances and to represent employees at the various steps regarding grievances which have been properly filed under this Article.

- (e) "Required Participant" means any employee whose presence has been determined necessary by the Lottery.

4.2 Election of Remedies

- (a) An employee shall have the option of utilizing the grievance procedure set forth in ~~Section 53-18.002 of the Lottery Rules or this grievance-procedure Agreement~~ for non-disciplinary actions, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.
- (b) Claims involving employment discrimination, as set forth in Section 2.1 of this Agreement or employee performance evaluations shall be processed ~~exclusively through Chapter 53-17 of the according to Lottery Rules policy~~ rather than under the provisions of this Agreement.
- (c) All grievances will be presented at the initial step with the following exceptions:
1. When a grievance is general in nature and it affects more than one employee regarding the same issue, such grievance shall be presented at Step 2, but within the time limits prescribed in Step 1.
 2. If a grievance arises from the action of an official higher than the director or district manager, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence of the event giving rise to the grievance.

4.3 Grievance Representation

- (a) An employee who selects to use this grievance procedure shall state at Step 1 whether the Federation has decided to represent him. If the employee is represented by the Federation, both the employee and the Federation representative shall be notified of any meetings conducted pursuant to the grievance procedure of this provision. Further, any written communication concerning the grievance, or its resolution shall be sent to both the employee and Federation representative, and any decision mutually agreed to by the Lottery and the Federation shall be binding on the employee.
- (b) If the employee chooses to ~~file a use the grievance and procedure set forth in 53-18.002 of the Lottery Rules or the the~~ Federation decides not to represent the employee ~~in the grievance procedures established in this Agreement~~, any adjustment of the grievance shall be consistent with the terms of this Agreement. Further, the union shall be given a reasonable opportunity to be present at any meeting conducted pursuant to the grievance procedure of this provision. An employee who uses this grievance procedure to process a grievance will be bound by the procedures established in this Agreement.

- (c) Attendance at, or reasonable travel time to attend, a grievance meeting during working hours shall be without loss of pay. Attendance at or travel time to grievance meetings outside of regular working hours shall not be time worked.
- (d) Nothing in this Agreement shall require the Federation to process grievances for unit employees who are not dues paying members of the Federation in conformance with Florida Statutes.

4.4 Procedures

- (a) The filing or pendency of any grievance under this Article shall in no way operate to impede, delay, or interfere with the Lottery's right to take the action which is the subject of the complaint ~~complained of~~; subject, however, to the final disposition of the grievance.
- (b) The resolution of a grievance prior to a decision under the arbitration provision of this Agreement shall not establish a precedent binding in other grievances which is binding on either the Federation or the Lottery.
- (c) Any grievance not answered by the Lottery within the prescribed time period shall automatically advance to the next higher step. Should the employee or grievance representative fail to observe the time limits, the grievance shall be considered abandoned.
- (d) Grievances shall be presented and adjusted in the following manner:

Step 1: An employee having a grievance shall first discuss the alleged grievance and requested remedy with the immediate supervisor, either alone or accompanied by a grievance representative, within fourteen (14) calendar days following the occurrence of the event giving rise to the grievance or the first date when the employee or Federation knew or should have reasonably known of the occurrence of the event giving rise to the alleged grievance. The employee may elect to submit a grievance form at the time the grievance is first discussed with the immediate supervisor. If the grievance is not satisfactorily resolved, the employee or the Federation, if selected to represent the employee, may, within five (5) days after the date of that discussion, submit a written grievance at Step 2.

Step 2: In filing a grievance at Step 2, the employee or Federation shall submit to the employee's ~~Chief, Deputy or Director of Sales~~ Executive Manager and a copy to the Director of Human Resources ~~a senior executive designated by the Lottery~~, a written grievance on the grievance form, to be supplied by the Federation, which specifically sets forth sufficient facts to describe the issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

The ~~Chief, Deputy or Director of Sales or designee~~ Executive Manager shall meet to attempt to resolve the grievance and, thereafter, the management representative will issue a written decision on the grievance within fourteen (14) days of this meeting to both the employee and the Federation grievance representative. The Executive

Manager shall submit a copy of the written decision to the Director of Human Resources.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the employee or the Federation may submit the grievance in writing to the Lottery Secretary within fourteen (14) days after the Step 2 decision is received by the employee or Federation grievance representative. The grievant shall include a copy of the grievance submitted at the earlier steps together with all written responses. The Secretary or designee may have a meeting with the employee or the designated Federation representative to discuss the grievance. The Secretary or designee shall issue a written decision to the employee, the Federation, and Human Resources within fourteen (14) days after receipt of the written grievance or the date of any meeting conducted at this step.

Article 5

ARBITRATION- NON-DISCIPLINARY CASES

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

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

- (b) Normally, arbitration hearings will be held at the location where the grievance occurred. If, however, the grievance impacts or involves more than one (1) employee, the arbitration hearing shall normally be conducted in Tallahassee. Otherwise, the selection of the site shall take into account availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
- (c) If at the initial step, the Federation exercised its right not to represent the employee because the employee was not a dues paying member of the Federation, the employee may appeal the grievance to arbitration.
- (d) The parties may, by mutual written agreement, submit related grievances for hearing and resolution before the same arbitrator.
- (e) The Lottery and Federation shall attempt to mutually agree in writing as to the statement of the grievance to be resolved by the arbitrator and the relief requested prior to the hearing. In the event the parties fail to agree on the statement of the grievance, the arbitrator will determine the issues to be decided, giving consideration to the written responses presented in Step 2 and 3 of the grievance procedure.
- (f) The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.
- (g) The decision of the arbitrator, unless mutually waived, shall be issued within thirty (30) days of the close of the hearing.
- (h) The arbitrator shall not be empowered to alter, amend, add to, subtract from, or otherwise alter or supplement any provision of this Agreement, except that the arbitrator may refer to the Lottery's written rules, policies and procedure and Chapter 24, Florida Statutes. The arbitrator shall have no authority to consider or rule upon any issue which is not submitted to the arbitrator in the parties' statement of the grievance or contained in the grievance documents

submitted at Steps 2 and 3.

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

The past practice provision which is contained in the savings provision, provides that "This Agreement, upon execution by the Federation and the Lottery, supersedes and cancels all prior practices and understandings predating this Agreement, except that all pay and benefit provisions, work rules, and regulations set forth in ~~Chapter 53 of the Lottery Rules policy and the applicable portions of Chapter 24, Florida Statutes, and all other written policies, and procedures of the Lottery,~~ which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement shall be binding on the parties and bargaining unit members during the term of this Agreement.

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

- (o) The parties are not obligated to process a grievance concerning any matter where the dispositive facts occurred after the expiration of the agreement.
- (p) The arbitrator's decision shall be final and binding on the parties' subject to the provisions of Chapter 682, Florida Statutes, only with regard to those non-disciplinary matters covered by the Agreement. The arbitrator shall have no authority to restrict the discretion of the Secretary, as otherwise granted by law or the Lottery ~~policy~~personnel rules, unless such authority is modified by this Agreement.
- (q) The arbitrator's award may include the payment of back pay or benefits, however, the award shall not exceed the actual loss to the grievant.
- (r) The Federation will not be responsible for the cost of an arbitration if it exercised its right to refuse to represent the employee because the employee was not a dues-paying member of the Federation or the employee chose not to be represented by the Federation. In this event the employee shall be responsible for the payment of arbitration costs to the same extent as those which would have been attributable to the Federation under this Agreement.
- (s) Employee performance ~~appraisal~~evaluations shall be processed exclusively through ~~Chapter 53-17 of the People First according to Lottery's Rules~~policy rather than under the provisions of this Agreement.

Article 6
EMPLOYEE RECORDS

- 6.1 An employee shall be furnished with a copy of any disciplinary action as defined in ~~Chapter 53-18 of the Lottery~~ policy Rules or any letter or document which adversely reflects on the employee's ability to perform his/her job or which may constitute a violation of Lottery policy rules, and which is placed in the employee's official personnel file. The employee shall be permitted to submit a written response to that disciplinary action and a copy of the employee's response shall be placed in the employee's official personnel file. Time devoted by the employee in preparation of a written response is not considered work time under the Agreement.
- 6.2 An employee shall have the opportunity to inspect the employee's own official personnel file, at reasonable times and locations. The employee may duplicate any item contained in their official personnel file at the cost as set forth in Chapter 119.07, Florida Statutes. Oral or written counseling will not be considered to determine discipline if the employee has not been disciplined for the same or substantially equivalent offense during the preceding 12 months (oral counseling) or 24 months (written counseling) unless the oral or written counseling was for a major offense which could have resulted in the employee's demotion or discharge.

Article 7

ON-SITE REPRESENTATIVES

- 7.1 It is acknowledged that neither party in negotiations shall have any control over the selection of the negotiators or bargaining representatives of the other party. The Federation will furnish the Lottery with a written list of their bargaining committee prior to the first bargaining session. It shall be the responsibility of the Federation to notify the Lottery in writing of its on-site employee representatives or stewards who the Federation designates to handle employee disputes or matters arising under this Agreement ~~or the Lottery's personnel rules.~~
- 7.2 Upon the request of a bargaining unit employee, an on-site employee representative shall be permitted to attend the following without loss of pay:
- (a) Any meeting conducted by the Lottery for the purpose of interviewing a bargaining unit employee regarding matters or events, which could result in disciplinary action against the employee.
 - (b) Any meeting conducted by the Lottery pursuant to a grievance arising under the terms of this Agreement ~~or the Lottery's grievance procedure set forth in 53-18 of its rules.~~
 - (c) An on-site employee representative will be given a half (½) hour to investigate an individual or group grievance with a bargaining unit member grievant.
 - (d) Grievances involving the same or substantially similar grievance which impact more than one shall be considered a single individual grievance.
- 7.3 Except as specified in Section 7.2, no grievance or dispute, whether arising under this Agreement ~~or the lottery's rules~~, shall be discussed, investigated, or otherwise handled during the working time of either the bargaining unit employee or Federation on-site representative.
- 7.4 For the purpose of collective bargaining negotiations, the Federation shall be allowed to have two (2) members of its bargaining team made up of employees who shall participate in such negotiation sessions, as work time, with no loss of pay.

Article 8

BULLETIN BOARDS

- 8.1 The Lottery agrees to allow the Federation to install a bulletin board, at its own expense, at an agreed upon location, in each district office, and the Tallahassee headquarters, where unit employees work. The Federation shall submit for the Lottery's approval the dimension and style of the bulletin boards it intends to purchase.
- 8.2 Use of the bulletin boards shall be restricted to:
- a. Notices of Federation elections and results of elections.
 - b. Notices of Federation meetings and minutes of same.
 - c. Notices of Federation recreational and social affairs.
 - d. Notices to Federation unit members concerning wages, hours and other terms and conditions of employment.
 - e. Information of general importance for the good and welfare of the employees.
- 8.3 All notices posted shall be on Federation letterhead or signed by a designated officer or representative of the Federation, and a duplicate copy of each notice shall be delivered or faxed to the highest ranking Lottery manager at the facility where the notice is posted.
- 8.4 No material, notices, or announcements shall be posted on the Federation's bulletin boards which contain anything that is ~~scurrilous~~-scandalous or intended to defame the Lottery or any of its appointees or employees. If the Lottery feels that any documents posted on the bulletin board are not in compliance with this section, its designated representative shall notify the designated on-site Federation representative to discuss the objections and resolve the dispute.

Article 9

UNION DUES DEDUCTIONS

- 9.1 Union dues deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. The Federation shall pay the Lottery the annual sum of \$175.00 at the commencement of each fiscal year for the dues deductions services to be performed. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the Lottery. Any changes in the amounts to be deducted shall be given to the Lottery thirty (30) days in advance. These monies, along with a list of each employee's name and monthly base wage, shall be transmitted to the Federation within thirty (30) days after the monthly dues deductions. The Lottery will not be responsible for deducting initiation fees, assessments, fines or other fees.
- 9.2 Using People First ~~technology~~, bargaining unit employees may individually commence or discontinue union dues deductions. Based on the payroll cut-off date, changes shall be effective on the next applicable monthly pay date. Dues deductions shall not cease until the above criteria is met.
- 9.3 The Federation shall indemnify and hold harmless the Lottery against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Lottery to comply or attempt to comply with the provisions of this Article.
- 9.4 The Lottery shall provide the Federation with a list of the current unit members within a reasonable period of time following ratification. The list shall include the home telephone number, home address, classification, current wage rate and pay grade, as applicable. The Lottery shall provide periodic updates to include all newly hired unit members when requested by the Federation.

Article 10

WORK RULES AND PROCEDURES

- 10.1 The Federation recognizes the Lottery's right to establish ~~rules~~policies and ~~regulation~~procedures for the efficient and effective operations of the Lottery and penalties for the violation of such ~~policies~~rules. ~~The current rules, regulations, and penalties are set forth in Chapter 53 of the Florida Administrative Code and the written policies and procedures of the Lottery.~~ A copy of ~~Lottery policies~~ the established rules, regulations, and penalties will be made available to bargaining unit employees via the Lottery's Intranet. Policy changes shall not be effective until ~~Any change in the present rules shall not become effective until such change has~~they have been provided to the Federation. The Lottery will post or otherwise notify bargaining unit employees of ~~policy a rule~~ changes prior to taking disciplinary action against them for violating the ~~policy~~rule, as changed, if their conduct conformed to the previously established rule.
- ~~10.2 As stated above, the Lottery will maintain, for access by bargaining unit employees, a copy of all applicable rules and rule changes via the Lottery's Intranet. Each unit member is responsible for understanding and abiding by all applicable rules~~ Lottery policies and regulations, as updated, once they have been posted on the Lottery Intranet or otherwise notified. ~~of the rule.~~

40.310.2

- (a) The Federation and Lottery recognize that from time to time it may be in their interest to discuss pending work place issues. If a consultation meeting is mutually agreed upon, it shall be held during normal working hours of the Lottery. Any employee participating shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall be deemed time worked.
- (b) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement including those procedures set forth in Article 10 which affect unit employees and no such meeting shall be used as an alternative to the grievance procedures or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

Article 11

WORKWEEK

11.1 Forty (40) hours shall constitute a normal workweek for employees covered by this Agreement. Nothing herein shall guarantee an employee payment for forty (40) hours' work unless the employee actually works forty (40) hours.

The Lottery shall attempt to give seven (7) calendar days' advance written notice to the employee and the Federation prior to a change in a bargaining unit employee's scheduled work week. This provision is not intended to cover temporary assignments, out of classification assignments within the workweek, or the assignment of overtime work.

- 11.2 (a) Except as specified in Article 11.3, employees may be allowed to work a flexible schedule varying their arrival and departure times and will also be allowed to work a variable work week, both subject to the prior approval of their immediate supervisor. The workday begins upon the employee's arrival at the district or assigned office or the first retailer in the employee's assigned territory. Conversely, the workday ends upon departure of the employee from the district or assigned office or the last retailer in the employee's assigned territory.
- (b) It is understood between the parties that the classification of Sales Representative is an exempt position as defined by the Fair Labor Standards Act (FLSA) when it meets the standard salary level established by the U.S. Department of Labor. Except for these exempt employees, the Lottery will provide all other bargaining unit employees with a work-free meal break of at least thirty (30) minutes each workday. Whenever practicable, bargaining unit employees' daily work schedules will provide for two (2) fifteen (15) minute on-duty rest periods, one (1) during each one-half (1/2) of the daily work period. These rest periods shall be scheduled, whenever possible, at the middle of such a one-half (1/2) work period. The scheduling of such rest periods may be varied when the demands of work so require.
- (c) The Lottery may approve an alternate daily work schedule of:
1. 7:00 a.m. - 4:00 p.m. (1-hour meal period)
 2. 7:30 a.m. - 4:30 p.m. (1-hour meal period)
 3. 7:30 a.m. - 4:00p.m. (1/2-hour meal period)
 4. 8:00 a.m. - 4:30p.m. (1/2-hour meal period)
 5. 8:30 a.m. - 5:30p.m. (1-hour meal period)
 6. 8:30 a.m. - 5:00p.m. (1/2-hour meal period)

The parties recognize that the Lottery's best interests shall be the determining factor in the decision to permit an employee to work one of the alternate daily work schedules described above. The parties further recognize that in order to provide route coverage, it will not be practicable

for all Sales Representatives in a district to be approved for an alternate daily work schedule. It is understood that the Lottery may temporarily suspend an alternate daily work schedule and return the employee to the normal work schedule based on the needs of the Lottery including, but not limited to, office days, travel, or special events. In the event that a Sales Representative's request for an alternate daily work schedule is denied by their supervisor, the employee may within seven (7) days request in writing that the District Manager review such denial. The District Manager shall issue a written decision which shall be final, binding, and not subject to further review or the grievance procedure.

- 11.3 (a) Lottery will pay a Sales Representative compensatory time of a half (1/2) hour each way for commuting to and from the assigned territory if the nearest border of that territory is more than fifty (50) miles distant from the Lottery district office or the employee's residence, whichever is closer.
- (b) This provision only applies to Sales Representatives involuntarily assigned to that territory. The Sales Representative is ineligible if he/she bid or otherwise selected to accept the territory.
- (c) This provision only applies to assignments which postdate the effective date of this Agreement.

Article 12

WAGES AND PAY PLAN

SECTION 1 - General Pay Provisions

The Department of the Lottery's authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the ~~Fiscal Year 2017-2018~~ current Fiscal Year General Appropriations Act.

SECTION 2 - Discretionary Performance Based Awards

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

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

~~(B) Eligible employees with a base rate of pay greater than \$40,000 on September 30, 2017, shall receive an annual increase to their base rate of pay of \$1,000 effective October 1, 2017; provided however, in no instance shall such an employee's base rate of pay be increased to an annual amount less than \$41,400.~~

SECTION 3 - Performance Pay

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

SECTION 4 - Savings Sharing Program

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

SECTION 5 - Discretionary Raises

In accordance with the authority provided in the current Fiscal Year ~~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.

Article 13

OVERTIME AND CALL BACK PAY

13.1 All bargaining unit employees in classes designated by the Lottery as "included" for overtime purposes and who work in excess of forty (40) hours in any workweek shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours during a work week. For purposes of computation, hours worked shall be rounded to the nearest quarter hour above the time actually worked. Payment for overtime shall be made immediately following the receipt of the time sheet for the pay period during which the overtime was worked.

~~13.1~~13.2 ~~The Lottery may grant compensatory time in lieu of the payment of overtime. Nothing shall prohibit the Lottery from paying the employee for all or part of the accrued compensatory time. The accrual and use of compensatory time shall be governed by the Lottery in accordance with the provisions of the Fair Labor Standards Act, as set forth in its rules.~~

~~13.2~~13.3 Bargaining unit employees who are designated as "excluded" and exempt from overtime pay ~~pursuant to applicable laws~~ shall accrue regular compensatory time, on an hour-for-hour basis, for all hours in excess of ~~forty (40) the contracted hours, in a work week or cycle which are which~~ performed are ~~at performed~~ that the request of the Lottery. An employee shall be entitled to accrue a maximum of one hundred sixty (160) compensatory hours per fiscal year. When an employee during the course of the fiscal year reaches the 120 hour compensatory time threshold, the employee shall meet with his/her supervisor to discuss and attempt to devise a plan within the following two pay periods for the employee's use of a reasonable amount of accrued compensatory leave credits and/or a reduction in the continued accumulation of compensatory leave credits. ~~If, despite such efforts and due to operational needs, an employee during the course of a fiscal year accrues in excess of 160 hours of compensatory time, such employee shall use the excess compensatory leave credits within the following two payroll periods unless such request to do so are denied by the Lottery. In that event, any compensatory time not used shall be carried forward into the next fiscal year.~~

~~13.3~~13.4 Bargaining unit employees who are required by the Lottery to be in "On Call" status and available to return to work during an off-duty period, ~~as defined in Chapter 53-12.002~~, shall be compensated at the rate of \$2.00 per hour, and such on call hours shall be rounded to the nearest quarterhour.

~~13.4~~13.5 A bargaining unit employee who is called back ("Call Back Pay") to work by a supervisor beyond the employee's scheduled hours of work for that day shall be credited with the actual time worked, including travel time or a minimum of four (4) hours compensatory time, whichever is greater. Call back time does not include hours contiguous to an employee's regular scheduled hours of work. Such "Call Back Pay" shall be in addition to and exclusive of any "On-Call" pay

that such employee may also be entitled to receive. ~~An employee shall not receive both "call-back" pay and "on-call" pay for the same hours.~~ Overtime hours, whether continuous or otherwise, are paid on the basis of actual hours worked.

~~13.5—The Lottery may grant compensatory time in lieu of the payment of overtime. Nothing shall prohibit the Lottery from paying the employee for all or part of the accrued compensatory time. The accrual and use of compensatory time shall be governed by the Lottery in accordance with the provisions of the Fair Labor Standards Act, as set forth in its rules.~~

Article 14 SENIORITY

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

Article 15

PROMOTIONS, JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

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

Article 16

WORKING OUT OF CLASSIFICATION

- 16.1 When an employee is temporarily assigned to a higher pay classification ~~or to perform out of title work,~~ or in an acting capacity for a period of more than ten (10) consecutive work days, the employee shall receive the minimum rate of pay of the higher classification, or a rate of pay of not less than five (5) percent above the employee's current base rate of pay, whichever is higher.
- 16.2 An employee may be temporarily assigned to a lower paid classification by the Lottery for reasons other than disciplineary or performance ~~based reasons~~. These employees shall be compensated at their regular rate of pay.

This Article does not apply to an employee working assignment to work in two different pay classifications.

Article 17
INSURANCE AND BENEFITS

17.1 The parties agree that the Lottery will administer the State Employees Group Health Self Insurance Plan in accordance with the applicable fiscal year's General Appropriations Act.

Article 18

LEAVES

18.1 The parties agree that should the Lottery elect to establish, make changes, ~~combine or~~ modify attendance and leave ~~rules or~~ policies, the Lottery will furnish the Federation a copy of said changes in accordance with the provisions of Article 3.1 (s), Management Rights.

18.2 Leave Benefits include, but are not limited to:

(a) Sick Leave

~~(b) Leave of Absence Without Pay~~

~~(c)~~(b) Annual Leave

~~(d) Disability Leave~~

~~(e) Military Leave~~

~~(f)~~(c) Administrative Leave including Military Leave

18.3 Any bargaining unit employee who is a reserve member of the U.S. Armed Forces or the Florida National Guard shall be eligible for paid leaves of absence for compulsory, temporary duty, and unpaid military leave pursuant to Florida Statutes and federal law. Where permitted by the Reserve or National Guard component, any request for military leave shall be submitted no later than 72 hours after the bargaining unit employee is notified of the active duty or training and such request will be accompanied by appropriate documentation for the military unit commander.

Article 19
HOLIDAYS

19.1 If the holiday is observed on a bargaining unit employee's regular day off, and the employee is not required to work, the employee will be granted eight (8) hours of holiday compensatory time.

19.2 (a) If the actual holiday falls on a weekend and is observed on another day as set forth in Section 110.117(1) U), Florida Statutes, an employee who works on the observed holiday shall be compensated at the rate of one and one half (1 ½) times the employee's hourly base rate of pay for all hours worked on the holiday. ~~and shall receive up to 8 hours holiday compensatory leave credits.~~

(b) If an employee is required to work only on the actual holiday, but not on the observed holiday, the employee will be compensated at the rate of one and one half (1 ½) times the employee's hourly base rate of pay for all hours worked on the designated observed or actual holiday. ~~and shall receive up to 8 hours regular compensatory leave credits.~~

(c) If an employee is required to work both the observed and actual holidays, the employee will be compensated at the rate of two and one half (2 ½) times the employee's hourly base rate of pay for all hours worked on the designatobserved or actual holiday, and shall be compensated at the rate of one and one half (1 ½) times the employee's hourly base rate of pay for all hours worked on the observed holiday. ~~and shall receive up to 8 hours holiday compensatory leave credits for hours worked on the observed holiday.~~

~~(d) — For calculation purposes, the Memorial Day holiday is both designated and observed as the last Monday in May. If an employee is required to work on Memorial Day, the employee will be compensated at the rate of 1 ½ times the employee's hourly base rate of pay for all hours worked on the holiday and shall receive up to 8 hours holiday~~

~~compensatory leave credits for hours worked on the holiday.~~

~~(e) — Employees who receive compensation under these provisions for working on a holiday are not eligible for call back pay for working on the holiday.~~

~~(f) — Holiday compensatory leave hours earned by working on a holiday must be used by the end of the fiscal year. Any unused holiday compensatory leave hours shall be forfeited upon the close of business on June 30 of each fiscal year.~~

Article 20
SUBCONTRACTING

- 20.1 Except in an exigent situation, the Lottery will attempt to provide the Federation thirty (30) calendar days advance notice of any Lottery decision to subcontract bargaining unit work. Such notice shall not impede or prevent the Lottery from effecting the Lottery's decision to subcontract bargaining unit work.
- 20.2 Any displaced bargaining unit member will be provided preferential consideration for another vacant and funded position within the Lottery. Such unit member shall be required to satisfy the qualifications for said position. Transitional established in-house training will be made available for a reasonable amount of time to assist any displaced bargaining unit member in satisfying the minimum job skills, knowledge, and abilities to perform the essential functions of the vacant position.

Article 21
STRIKES, SLOWDOWNS, AND LOCKOUTS

- 21.1 The Federation agrees that there shall be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failures or refusals to perform assigned or scheduled work, as defined by Chapter 447, Part 11, Florida Statutes. The Federation further agrees that its selected officers, agents, stewards or other representatives will not authorize, institute, aid, condone, or engage in slowdowns, work stoppages, or strikes, nor will they engage in other activities which are prohibited by Section 447, Part II, Florida Statutes.
- 21.2 The Federation supports the Lottery in maintaining normal operations and agrees that its officers, agents, representatives, or stewards shall, to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruption by others and to make every effort to compel bargaining unit members to cease their engagement in the activities defined above and return to work.
- 21.3 The Lottery agrees that there shall be no lockouts of bargaining unit employees, except in response to a strike, as defined in this provision.

Article 22

DRUG-FREE WORKPLACE

- 22.1 The Department of the Lottery has a legal responsibility and management obligation to ensure a safe work environment, as well as a paramount interest in protecting the public, by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.
- 22.2 As such, employees of the bargaining unit will be subject to Section 112.0455 and Chapter 440, Florida Statutes, with regard to drug testing procedures.

Article 23
POLITICAL ACTIVITY

23.1 The parties will continue to follow Lottery policy ~~the policies set forth in Chapter 53-19 of the Lottery's rules regard~~regarding authorized political activity.

Article 24
REPRODUCTION OF THE AGREEMENT

The Florida Lottery will maintain an electronic version of the parties' Agreement on its Intranet system. The Federation agrees to provide the copies of the parties' Agreement to the designated On-Site Representatives.

Article 25

DUAL OR ~~SECONDARY~~OUTSIDE EMPLOYMENT

- 25.1 The acceptance of dual employment by bargaining unit employees is governed by ~~Section 53-19.005 of the Lottery's rul~~policies. A conflict of interest exists where the bargaining unit employee accepts employment with a retailer, vendor, affiliate of the Lottery, or entity which does business with the Lottery, or which violates ~~the Personnel Code of Ethics set forth in Section 53-22.001, Florida Administrative Code and~~ Chapter 112, Part III, Florida Statutes, and the rules promulgated thereunder.
- 25.2 In order to be eligible for outsidesecondary employment, an employee must make a request to ~~the~~his/her immediate supervisor through the Executive Manager prior to being sent to the Office of Human Resources. ~~for the secondary employment. Such approval upon the furnishing of necessary information shall not be unreasonably delayed.~~

Article 26
UNIFORMS

In regard to uniforms for Sales Representatives and Lottery Marketing Specialists, the parties agree as follows:

- 26.1 Subject to funding as determined by the Lottery, each employee shall be provided with five (5) knit polo style short-sleeved shirts and a windbreaker style jacket for identification purposes. The Lottery shall solely determine the color, style, marking, and all other components of the apparel. The Lottery will make a good faith effort to provide gender-appropriate shirts.
- 26.2 Employees shall be responsible for laundering the apparel which shall be maintained in such a manner as to ensure a uniform appearance and otherwise comply with the Lottery's Personal Appearance policy. This apparel shall not be worn as off- duty clothing and shall not be used in any manner which reflects unfavorably on the Florida Lottery. Unless otherwise approved by the Lottery in advance, this apparel shall be the normal "on-duty" attire for employees. At the discretion of the Lottery, the apparel shall be replaced as deemed necessary based on normal wear and tear. The Lottery agrees to sell additional apparel to employees with no mark-up beyond the cost of the apparel plus sales tax and reasonable shipping and handling fees.

Article 27

SUCCESSOR CLAUSE

27.1 The provisions of this Agreement shall be binding on any and all successor employers as determined by the Public Employees Relations Commission and any reviewing court of appeals.

Article 28

SAVINGS CLAUSE

- 28.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 28.2 This Agreement, upon execution by the Federation and the Lottery, supersedes and cancels all prior practices and understandings predating this Agreement, except that all pay and benefit provisions, work rules, and regulations set forth in ~~Chapter 53 Lottery policy of the Lottery rules~~ and the applicable portions of Chapter 24, Florida Statutes, ~~and all other written policies and procedures of the Lottery, which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement, shall be binding on the parties and bargaining unit members during the term of this Agreement.~~ This provision is not intended to define the subject matter of a grievance.

Article 29

TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Lottery and the Federation, for the duration of this Agreement, each voluntarily ~~and unqualifiedly~~ agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed the Agreement.

29.1 The Lottery and Federation recognize and agree that the provisions contained herein and as governed by Article 28 (Savings Clause), contain the entire Agreement of the parties on all matters which have been, or which could have been, negotiated by and between the parties prior to the execution of this Agreement.

Article 30

TERM OF CONTRACT

- 30.1 This agreement shall be effective as of the first day of _____, and shall remain in full force and effect through the 31st of December, 2022, and during the period of negotiation, whichever is later. In the event that the parties fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.
- 30.2 The Lottery and the Union agree that Article 12 -Wages and Pay Plan, 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.~~
- 30.3 In the event that either party desires to renegotiate this Agreement, it must provide written notice to the other party at least sixty (60) days prior to the expiration date.
- 30.4 The failure to provide such notice relieves the other party of renegotiating a replacement agreement and permits the employer to make changes or modifications in the wages, hours, terms and conditions of employment set forth in the expired agreement.

IN WITNESS HEREOF, the parties have signed this **Agreement** to be effective

_____.

RECOMMENDED FOR THE STATE OF FLORIDA

MICHAEL MATTIMORE
CHIEF NEGOTIATOR

JIM POPPELL
SECRETARY OF FLORIDA LOTTERY

APPROVED FOR THE STATE OF FLORIDA

RON DESANTIS
GOVERNOR

**APPROVED FOR THE FEDERATION OF PUBLIC EMPLOYEES, A
DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE
EMPLOYEES, AFL-CIO**

JACK MARZILIANO
BUSINESS REPRESENTATIVE

DANIEL D. REYNOLDS
DIVISION PRESIDENT

Appendix A

ADMINISTRATIVE AND SUPPORT BARGAINING UNIT

<u>Class Title</u>	<u>Class Code</u>
Administrative Assistant I.....	3901
Administrative Assistant 11.....	3902
Contract Compliance Coordinator	2412
Customer Service Representative.....	3817
Financial Clerk.....	4319
Information Center Analyst 1	5502
.....	
Information Center Analyst 11.....	9523
.....	
Lottery Computer Systems Operator III.....	2508
Lottery Marketing Specialist III.....	3707
Lottery Show van Specialist.....	9717
Mail Operations Clerk.....	7420
Mail Operations Specialist.....	7422
Network Communications Analyst I.....	9401
.....	
Network Communications Specialist I.....	9503
.....	
Network Communications Specialist 11.....	9504
.....	
Network Communications Specialist III.....	9505
.....	
Production Control Analyst.....	9532
Purchasing Assistant II	3405
.....	
Retailer Contract Specialist.....	7901
Sales Representative.....	6709

Senior Lottery Computer Systems Operator...	9506
Support Services Specialist.....	7424
Support Services Team Leader.....	7426
.....	

Excluded from this list are all managerial employees, confidential employees, professional employees, supervisory employees and security employees employed by the Lottery, as defined by the Florida Public Employees Relations Commission , in Case No. RC-95-036.

PHILLIPS, RICHARD & RIND, P.A.

ATTORNEYS AT LAW

KATHLEEN M. PHILLIPS
MARK RICHARD
OSNAT K. RIND

9360 SW 72 STREET, SUITE 283
MIAMI, FLORIDA 33173
Tel: (305) 412-8322
Fax: (305) 412-8299

OF COUNSEL:
LIBBY HERRERA-NAVARRETE, P.A.
PATRICIA IRELAND

January 22, 2020

VIA ELECTRONIC MAIL - senategovoversightandaccountability@flsenate.gov
& U.S. MAIL

Joe McVaney, Staff Director
Joint Select Committee on Collective Bargaining
THE FLORIDA LEGISLATURE
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Federation of Public Employees Cover Letter
Article 12 Wages and Pay Plan Proposal

The Federation of Public Employees (“FOPE”) represents employees of the Florida Lottery (“Lottery”) in several classifications. Although an impasse has occurred in the parties’ negotiations for a successor collective bargaining agreement (“CBA”) effective July 1, 2020 through June 30, 2023, negotiations are ongoing. The parties have had one initial bargaining session and are scheduled to meet again on February 13, 2020.

The Union’s proposal (attached) seeks a 3% increase to base pay effective July 2020, and that employees be compensated for all hours dedicated to the service of the Lottery.

Although the Florida Lottery is one of the most successful lotteries in the nation, employees’ wages do not reflect their instrumental contribution to that success. They have received only two raises since 2007 (in 2013 and 2017) each of about \$38-\$54 per pay period depending on salary. Those raises were nullified by:

- a 3% increase to required employee FRS contributions in 2011, and
- approximately 22% inflation since 2007 (about 5% since 2017, and over 2% since last year alone).

Thus, for over a decade, Lottery employees and their families have not seen any real wage increase. In fact, they have not even kept pace with the cost of living. They have less buying power today than in 2007.

Meanwhile, the Lottery has proposed substantive changes to the CBA that would require employees to make additional sacrifices that impact their compensation. The Union rejects these proposals. The Lottery continues to expect maximum work and production while reducing wages of its loyal employees. FOPE seek only fair compensation that keeps employees in pace with the cost of living.

Negotiations are ongoing, however, if the parties are unable to reach an agreement, the Union is hopeful that this Committee will resolve all outstanding articles in a manner that gives these hardworking employees the respect they deserve and allows them to support their families, as outlined in the Union's proposal.

Respectfully,

A handwritten signature in black ink, appearing to read 'Lucia Piva', written in a cursive style.

Lucia Piva, Esq.

cc: Daniel Reynolds, Union President
Tamra Redig, Committee Administrative Assistant
Wes Gay, Esq.
Michael Mattimore, Esq.

Article 12
WAGES AND PAY PLAN

SECTION 1 - General Pay Provisions

The Department of the Lottery's authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the ~~Fiscal Year 2017-2018~~ **current Fiscal Year** General Appropriations Act.

SECTION 2 - Discretionary Performance Based Awards

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

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

~~(B) — Eligible employees with a base rate of pay greater than \$40,000 on September 30, 2017, shall receive an annual increase to their base rate of pay of \$1,000 effective October 1, 2017; provided however, in no instance shall such an employee's base rate of pay be increased to an annual amount less than \$41,400.~~

(A) Effective the first pay period in July 2020, bargaining unit employees shall receive an increase of three percent (3%) to base pay.

SECTION 3 - Performance Pay

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

SECTION 4 - Savings Sharing Program

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

SECTION 5 - Discretionary Raises

In accordance with the authority provided in the **current** Fiscal Year ~~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: Portal to Portal

Sales Representatives' start time commences upon entering the lottery vehicle and shall be deemed time worked as regular working hours.