



Joint Select Committee on Collective Bargaining

**Senator Hays, Co-Chair
Representative Van Zant, Co-Chair**

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

**Monday, February 18, 2013
11:00 AM
Morris Hall (17 HOB)**

Committee Meeting Notice

HOUSE OF REPRESENTATIVES

Joint Select Committee on Collective Bargaining

Start Date and Time: Monday, February 18, 2013 11:00 am
End Date and Time: Monday, February 18, 2013 12:30 pm
Location: Morris Hall (17 HOB)
Duration: 1.50 hrs

SENATE MEMBERS:

Senator Hays, Co-Chair
Senator Benacquisto
Senator Grimsley
Senator Ring
Senator Soto

HOUSE MEMBERS:

Representative Van Zant, Co-Chair
Representative Brodeur
Representative Clelland
Representative Gaetz
Representative Taylor

To conduct a public hearing at which affected parties shall be required to explain their positions with respect to issues at impasse, as provided in section 447.403, Florida Statutes, and matters pertaining thereto.

NOTICE FINALIZED on 02/08/2013 17:06 by Love.John



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Agency Secretary

February 13, 2013

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

Re: Impasse of Fiscal Year 2013-14 Collective Bargaining Negotiations between the State of Florida
and All Parties at Impasse

Dear Members:

Please find the enclosed materials in response to the Joint Select Committee on Collective Bargaining's February 7, 2013, Notice of Public Hearing regarding the issues at impasse between the State of Florida and all parties at impasse pursuant to sections 216.163 and 447.403, Florida Statutes (2012). These materials include an overview of the collective bargaining units and state employee union membership; the state's notice of impasse to the Florida Legislature; the state and union proposals currently at impasse for each collective bargaining unit, the state's costing of union proposals; and the current status of negotiations.

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

Respectfully submitted,

Michael Mattimore
Chief Labor Negotiator

MM/psr
Enclosures

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Craig Nichols, Secretary, Department of Management Services
Jason Dimitris, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Marlene Williams, Legislative Affairs Director, Department of Management Services

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Composition of Unit and Dues-Paying Membership as of January 2013)

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

The Master Contract covers four bargaining units:

Administrative and Clerical Unit - Includes approximately 14,000 Career Service employees whose work involves the keeping or examination of records and accounts or general office work. (Dues-paying members – 376) All state agencies employ members of this unit.

Operational Services Unit - Includes approximately 3,200 Career Service laborers and artisans, as well as technicians, mechanics, operators, and service workers. (Dues-paying members – 97) All state agencies except the Agency for Health Care Administration, the Parole Commission, the Public Service Commission, and the Departments of Legal Affairs, and Elder Affairs employ members of this unit.

Human Services Unit - Includes approximately 7,500 Career Service employees involved in human or institutional services. (Dues-paying members – 476) 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 approximately 25,000 non-health care Career Service professional employees who are engaged in predominately intellectual work which requires discretion and judgment with advanced knowledge in a field of science or learning. (Dues-paying members – 737) All state agencies employ members of this unit.

Federation of Physicians and Dentists – SES Physicians Unit

Includes approximately 300 physicians and senior physicians in the Selected Exempt Service. (Dues-paying members – 44) 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 approximately 1,400 non-professional supervisory employees in the Selected Exempt Service. (Dues-paying members – 34) All state agencies except the Parole Commission employ members of this unit.

State Employees Attorneys Guild – SES Attorneys Unit

Includes approximately 600 attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar. (Dues-paying members – 9) 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 approximately 4,000 professional Career Service employees engaged in direct health care activities. (Dues-paying members – 503) 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 approximately 570 Career Service uniformed firefighters whose primary duty is the prevention and extinguishing of fires, the protection of life and property, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to section 633.35, Florida Statutes. (Dues-paying members – 256) The Agency for Health Care Administration and the Departments of Agriculture, Children and Families, Financial Services, and Military Affairs employ members of this unit.

Police Benevolent Association – Law Enforcement Unit

Includes approximately 1,100 Career Service sworn law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles. (Dues-paying members – 410) The Departments of Agriculture, Business and Professional Regulation, Environmental Protection, Financial Services, Law Enforcement, 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 approximately 1,600 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles. (Dues-paying members – 550)

Teamsters Local Union No. 2011 – Security Services Unit

Includes approximately 16,800 Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance and control of assigned probationers and parolees.

The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit. (Dues-paying members – 3,466)

Police Benevolent Association – Special Agent Unit

Includes approximately 250 Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement. (Dues-paying members – 171)

**Declaration of
Statutory Impasse**



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Agency Secretary

February 5, 2013

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

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

Re: Notification of Collective Bargaining Impasse

Dear Speaker Weatherford and President Gaetz:

There are thirteen certified collective bargaining units in the State Personnel System's workforce, four of which are covered by a Master Contract between the State of Florida and the American Federation of State, County and Municipal Employees, Public Council 79 (AFSCME). The State of Florida's collective bargaining team has been negotiating with representatives of these bargaining units. The state has reached agreement and concluded negotiations with the Florida Nurses Association, representing the Professional Health Care unit. Negotiations continue with the other collective bargaining units.

In accordance with section 216.163(6), Florida Statutes, an impasse has occurred with the remaining bargaining units, effective January 31, 2013. Accordingly, this letter is provided to notify the Legislature that the attached issues are at impasse.

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

The Honorable Will Weatherford, Speaker
The Honorable Don Gaetz, President
February 5, 2013
Page Two

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

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

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Craig Nichols, Secretary, Department of Management Services
Jason Dimitris, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Marlene Williams, Legislative Affairs Director, Department of Management Services
Collective Bargaining Unit Representatives

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

The State of Florida and the Florida State Fire Service Association have not reached agreement on any articles of the contract:

- Article 2 – Gender Reference
- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 5 – Representation Rights
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 8 – Workforce Reductions
- Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions
- Article 10 – Occupation Profiles/Rules Maintained /Documentation
- Article 11 – Classification Review
- Article 12 – Personnel Records
- Article 13 – Health and Welfare
- Article 14 – State Vehicles and Vessels
- Article 15 – Probationary Status
- Article 16 – Retirement (state proposes Vacant article)
- Article 17 – Allowances and Reimbursements
- Article 18 – Leaves of Absence
- Article 19 – Outside Employment
- Article 20 – Training and Education
- Article 21 – Committees
- Article 22 – Personal Property – Replacement and/or Reimbursement
- Article 23 – Hours of Work and Overtime
- Article 24 – On-Call Assignment, Call-Back and Residency
- Article 25 – Wages
- Article 26 – Vacant
- Article 27 – Uniforms
- Article 28 – Vacant
- Article 29 – Vacant
- Article 30 – Vacant
- Article 31 – Management Rights
- Article 32 – Entire Agreement
- Article 33 – Savings Clause

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

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

Article 4 – No Discrimination

Article 6 – Grievance Procedure

Article 13 – Health and Safety

Article 18 – Leaves of Absence, Hours of Work, Disability Leave

Article 25 – Wages

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

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

- Article 5 – Employee Representation and Association Activities
- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations and Disciplinary Action
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion
- Article 14 – Performance Review
- Article 15 – Seniority
- Article 18 – Leave
- Article 21 – Acting Ranks
- Article 23 – Workday, Workweek and Overtime
- Article 24 – On-Call Assignment, Call-Back and Court Appearances
- Article 25 – Wages
- Article 26 – Equipment and Service Awards
- Article 27 – Insurance Benefits
- Article 31 – Vacant (union proposes Retirement article)

Police Benevolent Association – Law Enforcement Unit (Successor Agreement Negotiations)

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

- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion
- Article 10 – Disciplinary Action
- Article 14 – Performance Review
- Article 15 – Seniority
- Article 16 – Employment Outside State Government
- Article 18 – Hours of Work, Leave and Job-Connected Disability
- Article 21 – Acting Ranks
- Article 22 – Vacant
- Article 24 – On-Call Assignment, Call-Back – Court Appearance
- Article 25 – Wages
- Article 26 – Uniforms and Accessories
- Article 27 – Insurance Benefits
- Article 31 – State Personnel System Rules

Police Benevolent Association – Florida Highway Patrol Unit (Successor Agreement Negotiations)

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

- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion
- Article 10 – Disciplinary Action
- Article 14 – Performance Review
- Article 15 – Seniority
- Article 16 – Employment Outside State Government
- Article 18 – Hours of Work, Leave, and Job-Connected Disability
- Article 21 – Acting Ranks
- Article 22 – Vacant
- Article 24 – On-Call Assignment – Call-Back – Court Appearance
- Article 25 – Wages
- Article 26 – Uniforms and Accessories
- Article 27 – Insurance Benefits
- Article 31 – State Personnel System Rules

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

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

- Article 3 – Vacant (union proposes Dues Deduction article)
- Article 4 – No Discrimination (union proposes Workplace Behavior/No Discrimination article)
- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 7 – Discipline and Discharge
- Article 9 – Reassignment, Transfer, Change in Duty Station
- Article 10 – Promotions
- Article 13 – Safety
- Article 18 – Leaves of Absence
- Article 23 – Hours of Work/Overtime
- Article 25 – Wages
- Article 26 – Uniform and Insignia
- Article 27 – Insurance Benefits
- Article 28 – Travel Expenses
- Article 30 – Vacant (union proposes Mandatory Meetings article)
- Article 32 – Entire Agreement

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

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on any articles of the contract:

- Article 2 – Gender Reference
- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 5 – Employee Rights, Management, and Union Communications
- Article 6 – Grievance Procedure
- Article 7 – Employee Standards of Conduct and Performance
- Article 8 – Termination Due To a Reduction in Force and Recall
- Article 9 – Reassignment; Article 10 – Classification and Pay Plan
- Article 10 – Classification and Pay Plan
- Article 11 – Classification Review and Professional Practice Scope
- Article 12 – Personnel Records
- Article 13 – Safety
- Article 14 – Replacement of Personal Property
- Article 15 – Drug Testing
- Article 16 – Leaves of Absence, Hours of Work
- Article 17 – Training and Education
- Article 18 – Wages
- Article 19 – Insurance Benefits
- Article 20 – Per Diem and Travel Expenses
- Article 21 – Pay Plan and Classification of Work
- Article 22 – Vacant
- Article 23 – Management Rights
- Article 24 – Entire Agreement
- Article 25 – Savings Clause

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

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on any articles of the contract:

- Article 2 – Gender Reference
- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 7 – Employee Standards of Conduct
- Article 8 – Employee Rights
- Article 9 – Vacant
- Article 10 – Career Opportunities
- Article 11 – Classification and Pay Plan
- Article 12 – Personnel File
- Article 13 – Safety
- Article 14 – Review and Performance Evaluations
- Article 15 – Scope of Professional Responsibilities
- Article 16 – Employment Outside State Government
- Article 17 – Drug Testing
- Article 18 – Hours of Work/Overtime & Leaves of Absence
- Article 19 – Holidays
- Article 20 – Training
- Article 21 – Travel Expenses
- Article 22 – Replacement of Personal Property
- Article 23 – Insurance Benefits
- Article 24 – Vacant
- Article 25 – Wages
- Article 26 – Printing of the Agreement
- Article 27 – Vacant
- Article 28 – Management Rights
- Article 29 – Entire Agreement
- Article 30 – Savings Clause

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

The State of Florida and the State Employees Attorneys Guild have not reached agreement on any articles of the contract:

- Article 2 – Gender Reference
- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 5 – Employee Rights, Management, and Union Communications
- Article 6 – Grievance Procedure
- Article 7 – Employee Standards of Conduct and Performance
- Article 8 – Workforce Reduction
- Article 9 – Reassignment
- Article 10 – Classification and Pay Plan
- Article 11 – Classification Review and Professional Practice Scope
- Article 12 – Personnel Records
- Article 13 – Safety
- Article 14 – Replacement of Personal Property
- Article 15 – Vacant
- Article 16 – Hours of Work and Employee Leave
- Article 17 – Training and Education
- Article 18 – Wages
- Article 19 – Insurance Benefits
- Article 20 – Per Diem and Travel Expenses
- Article 21 – Employment Outside of State Government
- Article 22 – Vacant
- Article 23 – Management Rights
- Article 24 – Entire Agreement
- Article 25 – Savings Clause

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 3
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 4
NO DISCRIMINATION

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

(A) The Sstate and the Association FSFSA shall not discriminate against any y employee for any reason prohibited under Florida Statutes or any Ffederal Llaw.

(B) The Association FSFSA shall have the right to consult on issues of discrimination or unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

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

SECTION 2 – Non-Discrimination Policy – Association FSFSA Membership

Neither the Sstate nor the Association FSFSA shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association FSFSA, and neither the Sstate nor the Association FSFSA shall discriminate against any such employee because of membership or non-membership in any employee organization.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 5
REPRESENTATION RIGHTS

SECTION 1 - Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit or represented by the Florida State Fire Service Association (FSFSA).

(B) The term "Grievance Representative," as used in this Agreement, shall mean a bargaining unit member officially designated by the President of the FSFSA to investigate grievances. The state recognizes and agrees to deal with designated grievance representatives of the FSFSA on all matters relating to grievances.

SECTION 2 – Designation of Employee Representatives

(A) The President of the FSFSA shall furnish to the state and keep up-to-date a list of FSFSA Staff Representatives. The state will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, the FSFSA shall select a reasonable number of FSFSA Grievance Representatives. The FSFSA shall furnish the state with the name, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The state shall not recognize an employee as an authorized Grievance Representative until such information has been received from the FSFSA.

(1) Upon request of an aggrieved employee, or upon filing of a grievance by the FSFSA as an employee organization, an FSFSA Grievance Representative may investigate the grievance and may assist in the grievance presentation, provided it is in his/her existing district. State level representatives may operate statewide; region level representatives may operate region wide.

SECTION 3 – Access

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

SECTION 4 – Distribution of Literature

FSFSA representatives may, during non-working hours or during any breaks, distribute employee organization literature. The FSFSA agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

SECTION 5 – Use of State Facilities for Meetings

The state agrees that recognized representatives of the FSFSA shall have access to the premises of the state which are available to the public for the purpose of conducting meetings, in compliance with Department of Management Services Rule 60H-6.007, F.A.C. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 24x36" for FSFSA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, covered employees. Once a location has been established, it shall not be moved without notice.

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

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of FSFSA members with agency approval and such approval shall not be unreasonably denied.
- (9) Decisions reached through consultation meetings, as approved by the Department of Management Services.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(10) Notices of wage increases for covered employees.

(C) Material posted on these bulletin boards shall not contain anything reflecting adversely on the state, or any of its officers or employees nor shall any posted material violate any law, rule, or regulation.

(D) Notices posted must be dated and bear the signature of the FSFSA's authorized representative.

(E) A violation of these provisions by an FSFSA Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services for a period not to exceed three (3) months.

SECTION 7 – Use of State Phones

When an FSFSA steward or officer is called by a management representative while on duty, the steward or officer may receive the call without charge. An FSFSA steward or officer may place a call to a management representative even though the call may result in a cost to the state.

SECTION 8 – Consultations

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the FSFSA, the Secretary of the Department of Management Services and/or designated representative(s), and not more than three (3) representatives of FSFSA, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

(B) Upon request by the designated FSFSA Staff Representative, the Agency Head and/or designee(s) and the FSFSA Staff Representative, with not more than three (3) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Agency Head or designee.

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

(F) An agency is encouraged to consult a representative from the Florida State Fire Marshal, Bureau of Fire Standards and Training, regarding issues of firefighter safety, qualifications, or training if such issues arise as topics of consultation.

(G) An agency shall prepare a written response to issues raised during a consultation meeting within 30 days after the date of the meeting.

SECTION 9 – Negotiations

(A) The FSFSA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the FSFSA agree to meet elsewhere at a state facility or other location which involves no rental cost to the state. There shall be no negotiation by FSFSA at any other level of state government.

(B) The FSFSA may designate up to six (6) employees within the unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The FSFSA President shall be allowed to take up to 16 hours of leave with pay per fiscal year; the remaining five (5) members of the Negotiation Committee shall each be allowed to take up to eight (8) hours of leave with pay per fiscal year not to exceed a total of 40 hours, to participate in FSFSA training and preparation for negotiation meetings provided fire conditions,

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

emergency activities or other priority work projects do not preclude such participation. Use of these hours will require appropriate documentation.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes. If the due date for a grievance response, or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

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

~~(A) If an employee or the FSFSA has a grievance which may be processed under this Article which may also be appealed to the Florida Public Employees Relations Commission, the employee or the FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the FSFSA. In the case of any duplicate filing, the action first filed will be the one processed.~~

~~(B)~~ A An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether he shall be represented by the FSFSA. When the employee has elected FSFSA representation, both the employee and the FSFSA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

employee and the FSFSA representative, and any decision agreed to by the state and the FSFSA shall be binding on the employee.

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

The FSFSA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFSA.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting is held, and a required participant must travel during work time, reasonable travel time will be deemed time worked. A required participant is defined as the grievant, the designated FSFSA Grievance Representative located in the grievant's district, or the FSFSA Grievance Representative from the nearest district if there is no designated representative in the grievant's district, and any person required by the state to attend. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations agreed to by the parties. Unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(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.

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m. E.S.T.). Documents received after business hours shall be considered received the next business day.

(I) Grievance Processing. Grievances shall be filed and processed in the following manner:

(1) Step 1

(a) An employee having a grievance may, within 14 days following actual knowledge of the occurrence of the event giving rise to the grievance, submit a grievance at Step 1. Employee grievances are to be filed on the grievance form as contained in Appendix B. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s). In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests as relief, at a minimum, reinstatement or other make whole relief.

(b) The Step 1 Management Representative or designee may meet with the employee and/or the FSFSA Grievance Representative, and shall communicate a decision in writing to the employee and FSFSA Grievance Representative, if any, within 14 days following receipt of the grievance form. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the FSFSA Grievance Representative may submit it to the Agency Head or designee within 14 days **after following** receipt of the decision at Step 1.

(b) The Agency Head or designee may meet with the employee and/or the FSFSA Grievance Representative, and shall communicate a decision in writing to the employee and FSFSA Grievance Representative, if any, within 14 days following receipt of the written

For the State

Michael Mattimore
State's Chief Labor Negotiator

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For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

grievance. If the Agency Head or designee fails to respond within the time limits, it shall be deemed a denial.

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 7, is not resolved at Step 2, the employee or FSFSA Grievance Representative may submit it to the Department of Management Services within 14 days ~~after~~ **following** receipt of the decision at Step 2.

(b) The Department of Management Services shall meet with the employee and/or the FSFSA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the FSFSA within fourteen (14) days following receipt of the written grievance.

(4) Grievance Mediation

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

(5) Arbitration

(a) If a disciplinary grievance alleging only a violation of Article 7 is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration within 14 days ~~after~~ **following** receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration within 14 days ~~after~~ **following** receipt of the decision at Step 3. If, at the initial written step, the FSFSA declined to represent the employee because he was not a member of the FSFSA, the employee may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(b) The arbitrator shall be chosen from a panel of at least four (4) arbitrators selected by the parties.

(c) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. 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 twenty 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 (5) business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the decision is arbitrator determines that the issue is arbitrable, another arbitrator shall then be selected chosen from the parties' regular arbitration panel in accordance with the provisions of 5(b) of this Article to conduct a hearing on hear the substantive issue(s). in accordance with the provisions of (5)(b) of this Article.

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

1) The arbitrator shall issue his decision not later than 14 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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.

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

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

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

(g) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties for the first five (5) matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(h) FSFSA will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the FSFSA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

SECTION 5 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within 14 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The FSFSA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 14 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 7
DISCIPLINARY ACTION

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause as provided in Section 110.227, Florida Statutes.

(B) Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action. Such disciplinary actions shall be grievable for employees with permanent status in their current position in accordance with the grievance procedure in Article 6. An employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with the Public Employees Relations Commission within 21 calendar days after the date of receipt of notice of such action from the agency, under the provisions of Section 110.227(5) and (6), Florida Statutes. Such appeal process is the exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure.

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

(D) An employee may request that an FSFSA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee.

(E) Letters of counseling are not disciplinary actions and not grievable. Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline. Memoranda of Record and Memoranda of Supervision (letters of counseling) are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; however, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns. They shall not be relied upon for the purposes of promotional decisions or performance evaluations if the conduct resulting in the letter is not repeated in the following 12 months.

(F) Reprimands shall be subject to the grievance procedure as follows:

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

(2) An oral reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same offense during the succeeding 12 months.

(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 2; the decision at that level shall be final and binding.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

~~(4) A written reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.~~

(G) The state may, at its discretion, assess disciplinary suspensions of more than three days over two pay periods.

(H) The state may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, the state shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 8
WORKFORCE REDUCTIONS

SECTION 1 - Layoffs

(A) When employees certified pursuant to Chapter 633, Florida Statutes, are to be laid off, the state shall implement such layoff in the following manner:

(1) The competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by class or occupational level within the fire service bargaining unit.

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

(4) No employee with permanent status in his current position shall be laid off while an employee who does not hold permanent status is serving in that broadband level, unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in their current position in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), Florida Statutes, shall

For the State

Michael Mattimore
State's Chief Labor Negotiator

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For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

have ten percent added to their total retention points, and those eligible pursuant to section 295.07(1)(c) or (d) shall have five percent added.

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

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

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

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

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

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

(10) An employee who has permanent status in his current position and who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks' pay or a combination of days of notice and pay in lieu of the full 14 calendar days' notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days' notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area, in lieu of layoff, to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

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

SECTION 2 – Recall

When a vacancy occurs, or new position is established, laid off employees shall be recalled in the following manner:

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

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

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

SECTION 3 – Job Security

The state shall make a reasonable effort to notify FSFSA at least 30 days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the state will meet with the FSFSA to bargain the impact of the layoff on the employees involved.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 9
VOLUNTARY REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND
PROMOTIONS

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

SECTION 1 – Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within 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 from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

SECTION 2 – Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in his current position may apply for a reassignment, transfer, change in duty station, or promotion on a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form (supplied by the agency). Such requests shall indicate the broadband level(s), county(ies), duty station, and/or shift(s) to which the employee would like to be reassigned, transferred, or promoted. When the employee requests 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 a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment, Transfer, Change in Duty Station, and Promotion Forms shall be submitted to the agency head or 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, transfer, change in duty station, or promotion.

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

(E) The hiring authority shall normally fill a permanent vacancy with the applicant who has the greatest length of service in the broadband level and who has a Request 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 applicant with the greatest length of service in the broadband level will be placed in the vacant position.

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

(G) When an employee has been reassigned, transferred, or promoted, or had his duty station changed pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station, and Promotion from that employee shall be

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

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Date

canceled. No other Request may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion. If an employee declines an offer of reassignment, transfer, change in duty station, or promotion pursuant to a request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to resubmit that request for a period of twelve (12) months from the date the employee declined the offer.

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

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

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

An employee who is involuntary reassigned and required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 6 – Grievability

The provisions of this Article regarding voluntary reassignment, transfer, change in duty station, or promotion shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(E), and Section 3 may be grieved in accordance with Article 6, up to and including

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 10
OCCUPATION PROFILES/RULES

SECTION 1 – Occupation Profiles/Rules Maintained

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

(B) In instances where the state determines that a revision to an Occupation Profile for positions covered by this Agreement is needed, the Department of Management Services shall notify the FSFSA in writing of the proposed changes, and provide the bargaining rights allowed by law over the proposed change.

SECTION 2 – Documentation

The state will make a good faith effort to provide the FSFSA with the following:

(A) Thirty (30) days prior to agencies implementing policies and procedures which affect employees' wages, hours, or terms and conditions of employment, and are not expressly addressed by this Agreement, the FSFSA will be sent a copy of the proposed changes, and provided the bargaining rights allowed by law over the proposed change.

(B) Upon request by the FSFSA to an agency, the state shall provide a current copy of the agency's rules, regulations and policies which affect employees' wages, hours, and terms and conditions of employment covered by this Agreement, and which are not included in the Rules of the State Personnel System.

(C) Agency rules, regulations or policies which affect the employees' wages, hours, and terms and conditions of employment shall be made available to all employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

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

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

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

SECTION 2 – Work Load Quotas

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his state employment.

(B) If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material within six (6) months of placement in the file, and his answer will be attached to the file copy.

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action was invalid.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

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

SECTION 2 – Employee Assistance Program

(A) Where a state agency has adopted an employee assistance program pursuant to section 110.1091, Florida Statutes, the state will make psychological and substance abuse counseling services available.

(B) Any complaint or claim by an employee concerning this section shall not be subject to the grievance procedure of this Agreement.

SECTION 3 – Death In-Line-Of Duty Benefits

(A) Funeral and burial expenses will be as provided in section 112.191, Florida Statutes.

(B) Education benefits will be as provided in section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee concerning this Article shall not be subject to the grievance procedure of this Agreement.

SECTION 4 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

The Florida Forest Service (FFS) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

(A) The FFS shall provide Fitness Technician(s) in each Field Unit.

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition, and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as nutrition, exercise physiology, etc.

(B) Employees will be permitted to exercise a maximum of three (3) times per week for 30 minutes per session.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.

(2) Individual aerobic and/or strength exercises are authorized.

(3) Team sports are prohibited.

(4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish his exercise session from their work site and be able to respond back to the site within 15 minutes of notification.

(5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.

(6) The FFS will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.

(C) FFS Employee *Health Exam & Fitness Test*

(1) The FFS employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the FFS *Annual Medical Exam* standard. The employee has the option of utilizing the FFS facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the FFS *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 30 days prior to taking the Fitness Test.

(2) Employees who fail the *Annual Fitness Test* due to fitness reasons will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in (B) and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.

(3) Employees who fail the *Annual Medical Exam* will be placed on sick leave until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a personal physician's statement releasing him to full duty

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

status and successfully completes the *Annual Medical Exam* at a FFS medical examination facility, or is certified to take the *Annual Fitness Test* utilizing the FFS *Annual Medical Exam* standard, by his personal physician (at personal cost), he will be required to take the Annual Fitness Test within 30 days of medical release to full duty status. Should the employee fail the Annual Fitness Test after release to full duty status, he will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph (C)(2) above.

(4) Employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

(5) The FFS employee *Annual Fitness Test* and the “National Fitness Test” will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (three (3) mile walk with 45 pound pack in 45 minutes) substituting for the FFS employee *Annual Fitness Test* (two (2) mile walk with 25 pound pack in 30 minutes).

(6) If a candidate for hire is required to take the FFS *Initial Fitness Test*, or an employee is currently scheduled to take the FFS employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the FFS employee *Annual Fitness Test* the upcoming November, December or January (this means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(7) If a candidate for hire is required to take the FFS *Initial Fitness Test*, **after** August 31st and **before** November 1st, the candidate will take the test as scheduled, and be required to take the FFS employee *Annual Fitness Test* in November, December or January of the following year (this means more than 12 months between tests). (Example: candidate takes the FFS *Initial Fitness Test* on October 15, 2006, and will be required to take the FFS employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(8) If an employee is scheduled to take the FFS employee *Annual Fitness Test* **after** August 31st and **before** November 1st, the employee will wait until November, December or January to take the FFS employee *Annual Fitness Test* (this means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 14
STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

State vehicles and vessels used by employees, whether or not issued to the employee, shall be maintained in safe operating condition.

SECTION 2 – Firefighting Equipment

Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units as funding is made available and as determined by Florida Fire Service management.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 15
PROBATIONARY STATUS

An employee who has attained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status in the position, provided the employee held permanent status in a position in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 16
RETIREMENT
VACANT

~~The State agrees to administer the Florida Retirement System (FRS) in accordance with any statutory provision or Act affecting the plan or its operation.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 17
ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

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

SECTION 2 – Competitive Area Differential

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

SECTION 3 – Fee Reimbursements

(A) Agencies will reimburse a permanent employee for filing and examination fees associated with renewing the appropriate commercial driver's license and endorsement(s) if the employee is : (1) in a classification that requires the operation of equipment which requires either a Class A, Class B or Class C commercial driver's license and any endorsement(s) ; or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A, Class B or Class C commercial driver's license and any endorsement(s); provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by the Department of Highway Safety and Motor Vehicles.

(C) The state will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s)

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 18
LEAVES OF ABSENCE

SECTION 1 - Leaves

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees.

SECTION 2 – Association Activities

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

SECTION 3 – Personal Holiday

Employees shall be credited a personal holiday on July 1 that must be taken by the end of each fiscal year.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 19
OUTSIDE EMPLOYMENT

(A) If during the term of this Agreement, an employee is to accept new employment outside of Sstate government, the employee shall notify the agency head, or designee, of such employment, prior to the date of employment, and who shall verify that there does not exist a conflict with the Sstate's employment policies or procedures.

(B) During the course of the employee's outside employment, an agency may make reasonable inquires of the employee to ensure that continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties with the Sstate.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 20
TRAINING AND EDUCATION

The state and the FSFSA recognize the importance of training programs in the development of employees.

SECTION 1 – Employee Education

(A) At the discretion of the Agency Head or designee, the state may allow employees to attend short courses, institutes, and workshops which will improve their performance in their current position, without a loss of pay and benefits.

(B) Such training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Agency Head; and such training/education does not interfere with agency services.

(C) Subsections (A) and (B) above do not preclude the state from assigning employees to attend training courses. Such required training shall be consistent with the employee's position description.

SECTION 2 – Employee Training

(A) The state will not unreasonably deny applications for training.

(B) The state will make a good faith effort to give priority to employees for available training courses that are mandatory for their respective positions.

SECTION 3 – Educational Assistance Plan

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 21
COMMITTEES

SECTION 1 – Safety Committee

The parties agree that each agency shall have at least one Safety Committee. The FSFSA may select one person to serve on each committee directly addressing fire services operations and other matters of safety related to employees. Employees assigned to serve on these Safety Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. At the discretion of the agency, travel costs may be reimbursed. Any recommendations of the Committee shall be submitted in writing to the appropriate management representative who shall promptly respond with respect to each recommendation.

SECTION 2 – Other Committees

The parties agree that where the state or an agency has a committee created by agency policy to directly address fire service operations and other matters of safety related to employees, the FSFSA may select one employee to serve on any such committee. Employees assigned to serve shall be permitted to attend meetings while on-duty with no loss of pay or benefits. If travel costs are incurred by the FSFSA selected member, the agency may reimburse the costs at its discretion.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 22

PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or other such items of personal property as have been given prior approval by the Agency Head or his/her designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein.

(B) A written report must be filed detailing the circumstances under which such property was damaged or destroyed. **Reimbursement will not be provided for** The damage **cannot be that** **is** the result of the negligence of the employee. Upon verification by the agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the **S**state shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75
2. Prescription glasses - \$200 – including any examination
3. Other items – The Agency Head or **his/her** designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(C) Such reimbursements require the approval of the Agency Head or **his/her** designee. Approval shall not be unreasonably withheld.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be 40 hours consisting of five (5) eight (8) hour, or four (4) ten (10) hour, days, or a 28 day, 160 hour period. Department of Children and Families employees shall remain on a 28 day, 192 hour period, consisting of 24 hours on-duty and 48 hours off-duty.

(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 compensatory leave credits as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. 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 (2) workweek schedule; however, the state will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may 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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

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

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

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15 minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

SECTION 4 – Work Day

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 24
ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 – On-Call

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

SECTION 2 – On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee’s payband level for each hour or portion thereof such employee is required to be on-call.

(C) On-call assignments are not to be granted on the basis of favoritism.

SECTION 3 – Call Back

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two (2) hours whichever is greater.

(B) An employee called back during a designated on-call assignment shall be required to be en route with apparatus within 45 minutes of confirmed notification by dispatch.

SECTION 4 – Residency Requirement

Florida Forest Service employees will reside within a radius of 20 statute miles of their permanent assigned headquarters. However, single engine and multi-engine reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 20 statute miles of the permanent location of their assigned aircraft.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 4 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 5 – 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 FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Nathaniel Wright
President and Chief Negotiator

Date

Date

SECTION 6 – Performance Pay

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

SECTION 7 – 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 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 26
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 27
UNIFORMS

SECTION 1 – Uniform Allowance

FSFSA - E 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

Nathaniel Wright
President and Chief Negotiator

Date

Article 28
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 29
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 30
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 31
MANAGEMENT RIGHTS

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

Approved for the State

Michael Mattimore
State's Chief Labor Negotiator

Date

Approved for the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement

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

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

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

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 33
SAVINGS CLAUSE

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

EGAN, LEV & SIWICA, P.A.
ATTORNEYS AND COUNSELORS AT LAW

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32801

January 30, 2013

VIA ELECTRONIC MAIL

Michael Mattimore, Esquire
MMATTIMORE@anblaw.com
Allen, Norton & Blue, P.A.
906 N. Monroe Street
Tallahassee, FL 32303

Re: Florida State Fire Service Association Negotiations

Dear Mike:

I am in receipt of your proposals for the Florida State Fire Service Association (the "FSFSA") contract to begin on July 1, 2013.

As you know, the parties are in litigation over the Governor unlawfully insisting to impasse over, *inter alia*, changes to Article 16 (retirement) in reopener negotiations for the 2009 – 2012 contract. Because the case was in litigation, the "resolved" reopener issues were not submitted to a ratification vote, and thus did not take effect as a matter of contract or by virtue of Section 447.403(4)(e). The Governor's proposals in connection with the subsequent "agreement" were likewise riddled with permissive subjects of bargaining and the putative 2012 – 2013 "agreement" has likewise not been submitted to a ratification vote, and have therefore not taken effect, either as a matter of contract or by operation of law.

Without prejudice to the FSFSA addressing the foregoing, we are enclosing a summary of the Union's proposals for the contract to go into effect July 2013.

Hopefully can get some of these off the table in advance of the legislative body hearing.

Respectfully,

Richard Siwica

Enclosure

Union Proposals; effective July 1 2013

Article	Union Response to Employer Proposal	Union Proposals
Agreement	No proposal	No proposal
Preamble	No proposal	No proposal
1	The FSFSA accepts the proposed change	No Proposal
2	No proposal	No proposal
3	No proposal	Maintain/restore 2009-2012 CBA language*.
4	The Union accepts the references to "FSFSA" throughout the document but reject all other proposals regarding Article 4.	No proposal
5	No proposal	<ul style="list-style-type: none"> - The FSFSA re-proposes its proposed changes to Sections 3(C), 8(G) and 9(D) made in bargaining for the CBA to succeed the 2009-2012 CBA. - Maintain/restore Article 5, Sections 2(B)(1), 8(A), 9(A) and 9(B) from the 2009-2012 CBA*.
6	<ul style="list-style-type: none"> - The Union accepts the proposed changes to Article 6, Section 2 as well as the deletion of the word "after" and addition of the word "following" throughout the article. - The Union rejects the proposed changes to Article 6, Section 3(5)(d). 	<ul style="list-style-type: none"> - The FSFSA re-proposes its proposed changes to Section 3, Step 3 made in bargaining for the CBA to succeed the 2009-2012 CBA. - The FSFSA proposes to delete the references to "Appendix B" and "Appendix C" throughout the CBA. - Maintain/restore Step 3 (Arbitration) and Article 6, Section 4 from the 2009-2012 CBA*. - The FSFSA proposes to delete Section 4 and replace it with the following: "Any party failing to comply with a time limit shall forfeit the grievance on the merits, and the arbitrator's jurisdiction shall be limited to the scope of the remedy." - The FSFSA proposes to replace the current Section 5(f) 2) with the following: "When backpay is awarded, it shall automatically include lost overtime. In the event of any monetary award, the prevailing Grievant shall be entitled to compound interest."
7	- The Union rejects all the Employer's proposed changes.	<ul style="list-style-type: none"> - The FSFSA re-proposes its proposed changes to Article 7(A), (E) and new provisions (G) and (H) made in bargaining for the CBA to succeed the 2009-2012 CBA. - Except for the forgoing proposed changes, maintain/restore Article 7 from the 2009-2012 CBA*.
8	No Proposal	The FSFSA proposes to restore the language of Article 8 that

		appeared in the 2009-2012 CBA.
9	The Union rejects all the Employer's proposed changes.	The FSFSA proposes to maintain/restore the language of Article 9 that appeared in the original 2009-2012 CBA, except as modified by the FSFSA's proposals in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to change Section 2 (adding a new paragraph (H)), Section 3 (adding new paragraphs (B) and (C)), and deleting Section (6).
10	No Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to change Section 1 (adding a new paragraphs (C) and (D)) and Section 3 (adding new paragraph D)).
11	No Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add new Sections 3 and 4.
12	The FSFSA accepts the proposed change, consistent with the re-lettering in the Union's proposal.	The FSFSA proposes to maintain/restore the language of Article 12 that appeared in the original 2009-2012 CBA, except as modified by the FSFSA's proposals in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including adding new paragraphs (D) and (E).
13	No Proposal	<p>-The FSFSA proposes to delete Section 1(B).</p> <p>-The FSFSA re-proposes the proposals it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to change Section 4(A) (adding a new subparagraphs (3)) and Section 4(C) (amending subparagraph (3) and adding new subparagraphs (9) and (10)).</p> <p>-The FSFSA proposes to add Section 4(C)(9) providing as follows: "No employee will suffer loss of compensation or will be separated from employment without first being offered the opportunity to receive a second medical opinion. If the medical opinions differ, the final return to work determination will be made be a third physician jointly chosen by the other two (at the state's expense), subject to final review in arbitration."</p> <p>- The FSFSA also proposes to add a new Section 5 as follows: "Notwithstanding anything else in this agreement, the state may not increase the cost of any premium or cost at the point of service (including deductibles, co-pays or the like) or in any way reduce the level of benefits without first reaching mutual agreement with the FSFSA."</p>
14	No proposal	The FSFSA proposes to maintain/restore the language of Article 14 that appeared in the original 2009-2012 CBA, except as

		modified by the Union's proposals in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including adding new paragraphs (A), (B), (C) and (D) under Section 2; (A) and (B) under Section 3; and new Section (4).
15	No proposal	The FSFSA proposes to maintain/restore the language of Article 15(A) that appeared in the 2009-2012 CBA.
16	The FSFSA rejects the proposal to delete any reference to retirement.	The FSFSA proposes to maintain/restore the language of Article 16 that appeared in the original 2009-2012 CBA, to wit: "All bargaining unit members shall continue to participate in the Florida Retirement (FRS) at no cost to the employee."
17	No Proposal	<p>-The FSFSA re-proposes the proposals it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposal to add a new Section (1)(B) and amend Section 2.</p> <p>-The FSFSA proposes to maintain/restore the language of Article 17, Section 2 that appeared in the original 2009-2012 CBA.</p>
18	No Proposal	No Proposal
19	No Proposal	No Proposal
20	No Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add a new language to Section 2, specifically subsections 2(C) through (F), as well as new Sections 4 and 5.
21	No Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add a new language to Subsection 2(B).
22	FSFSA agrees to state proposal	No FSFSA proposal
23	No Proposal	<p>- The FSFSA proposes to maintain/restore the language of Article 23 that appeared in the original 2009-2012 CBA, with the exception of the proposals it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add new language in Section 1, Subparagraph (A) and (E) as well as new Subparagraphs (F), (G), (H), (I) and (J) in Section 1; and new Subparagraph (F) in Section 2 and new Subparagraph (C) in Section 4.</p> <p>- The FSFSA further proposes language as follows "The state agrees to comply with the Fair Labor Standards Act, and permit the accrual and usage of compensatory time to the fullest extent permitted by law."</p>
24	No Proposal	

		The FSFSA proposes to maintain/restore the language of Article 24 that appeared in the original 2009-2012 CBA, with the exception of the proposals it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add new Subparagraphs (B) and (C) in Section 1, as well as new language in Subparagraph (A) Section 3; and new Subparagraphs (C), (D) and (E) in Section 3.
25	No Proposal	<p>- The FSFSA proposes a retroactive across the board retroactive pay increase of ten percent (10%) for the first year of the contract with reopeners for wages and two (2) other articles in the second and third years.</p> <p>- The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add a new language to Section new Sections 5 and 6 of Article 25.</p>
26	No New Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add a new language comprising Article 26
27	No Proposal	The FSFSA re-proposes the proposal it made in connection with negotiations for the CBA to succeed the 2009-2012 CBA, including the proposals to add a new language comprising Article 27
28	No Proposal	No Proposal
29	No Proposal	No Proposal
30	No Proposal	The FSFSA proposes to maintain/restore the language of Article 30 that appeared in the 2009-2012 CBA.
31	No New Proposal	No New Proposal
32		The FSFSA proposes to maintain/restore the language of Article 30 that appeared in the 2009-2012 CBA, with the exception of Sections 1(A). The agreement shall be of three year's duration, with an automatic reopener for wages and two other subjects in the second and third year.
33	No Proposal	No Proposal
34		The FSFSA proposes to maintain/restore the language of Article 30 that appeared in the 2009-2012 CBA, with the exception of Sections 1(A). The agreement shall be of three year's duration, with an automatic reopener for wages and two other subjects in the second and third year.
Appendices		The Union rejects Appendices "B" and "C"

*Removed in 2012-2013 CBA; prior language remains in effect by operation of law.

**Florida State Fire Service Association – Fire Service Unit
Cost Estimates of Union’s Economic Proposals**

The state is unable to provide cost estimates for the union’s proposals based on the lack of specificity in its letter and summary document.

Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 4, 2013
Fiscal Year 2013 – 14 Successor Agreement Negotiations – All Articles Open for Negotiation
All articles are at impasse

Article	State's Last Proposal	Union's Last Proposal	Comments
1 – Recognition	State Proposal of 01-18-13; Status quo		
2 – Gender Reference	State Proposal of 01-18-13; Status quo		
3 – Vacant	State Proposal of 01-18-13; Status quo		
4 – No Discrimination	State Proposal of 01-18-13; Status quo		
5 – Representation Rights	State Proposal of 01-18-13; Status quo		
6 – Grievance Procedure	State Proposal of 02-04-13: Section 2(A) – Strikes the provision for election of remedy for issues that may be grieved or appealed to the Public Employees Relations Commission (PERC) – state proposal for Article 7 provides PERC appeal as exclusive remedy for such actions.		

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Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	<p>Section 3(I)(4) – Proposes the parties may, by written agreement, submit a grievance to mediation <u>after it has been submitted to arbitration</u> but before a hearing is scheduled.</p> <p>Section 3(I)(5)(d) – Proposes issues of arbitrability be heard in an expedited hearing limited to one day; if the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen to conduct a hearing on the substantive issues.</p>		
7 – Disciplinary Action	<p>State Proposal of 01-18-13: Section B – Proposes that actions appealable to PERC under section 110.227(5), F.S., i.e., suspension, reduction in pay, demotion, involuntary transfer of more than 50 miles by highway, and dismissal, be appealed exclusively to PERC and not be subject to the grievance procedure in Article 6.</p>		<p>An employee currently has the option of appealing disciplinary actions referenced in Section B to PERC, or grieving such actions utilizing the grievance procedure in Article 6. The state proposes PERC as the exclusive remedy for review of such actions. Benefits: the high cost of arbitrations vs. <u>PERC at no cost to the agencies;</u> scheduling difficulties with</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
<p>7 – Disciplinary Action (continued)</p>	<p>Section E – Proposes memoranda of record and memoranda of supervision (letters of counseling) are not discipline and are not grievable; such documentation may be used by the state at an administrative hearing involving the employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.</p> <p>Section H – Proposes an agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension; the agency will consider the employee's preference of serving the suspension or having leave deducted; if leave deducted, the employee will continue to report for duty; the employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.</p>		<p>arbitrators vs. an expeditious hearing and decision from PERC; experienced hearing officers familiar with agency missions; PERC orders are published providing guidance to agencies when similar issues arise; and appeals to district courts.</p>

Florida State Fire Service Association
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Article	State's Last Proposal	Union's Last Proposal	Comments
8 – Workforce Reductions	State Proposal of 01-18-13: Status quo		
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions	State Proposal of 01-18-13: Status quo		
10 – Occupation Profiles/Rules Maintained/Documentation	State Proposal of 01-18-13: Status quo		
11 – Classification Review	State Proposal of 01-18-13: Status quo		
12 – Personnel Records	State Proposal of 01-18-13: Provides for the process to mark electronic records that have been determined to be invalid.		
13 – Health and Welfare	State Proposal of 01-18-13: Status quo		
14 – State Vehicles and Vessels	State Proposal of 01-18-13: Status quo		
15 – Probationary Status	State Proposal of 01-18-13: Status quo		
16 – Retirement	State Proposal of 01-18-13: Proposes vacant article		
17 – Allowances and Reimbursements	State Proposal of 01-18-13: Status quo		
18 – Leaves of Absence	State Proposal of 01-18-13: Status quo		

Florida State Fire Service Association
Fire Service Unit – State Personnel System
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Article	State's Last Proposal	Union's Last Proposal	Comments
19 – Outside Employment	State Proposal of 01-18-13: Status quo		
20 – Training and Education	State Proposal of 01-18-13: Status quo		
21 – Committees	State Proposal of 01-18-13: Status quo		
22 – Personal Property – Replacement and/or Reimbursement	State Proposal of 01-18-13: Status quo		
23 – Hours of Work and Overtime	State Proposal of 01-30-13: Status quo		
24 – On-Call Assignment, Call-Back and Residency	State Proposal of 01-18-13: Status quo		
25 – Wages	State Proposal of 01-30-13: Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act; increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act. Section 2 – Proposes Unemployment Rate Incentive as provided in the Governor's Budget Recommendations		

Florida State Fire Service Association
Fire Service Unit – State Personnel System
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All articles are at impasse

Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 3 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations</p> <p>Section 4 – Proposes Temporary Special Duties Pay Additive for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed</p> <p>Section 5 – Proposes employees may be given the option of receiving up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S.</p> <p>Section 6 – Proposes each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.</p>		

Florida State Fire Service Association
Fire Service Unit – State Personnel System
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All articles are at impasse

Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 7 – Proposes 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), F.S.</p> <p>Section 8 – Proposes that in the event the 2013 Legislature provides different funding or eligibility provisions for the above-reference pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, or any other relevant statutes.</p>		
26 – Vacant	State Proposal of 01-18-13: Status quo		
27 – Uniforms	State Proposal of 01-18-13: Status quo		
28 – Vacant	State Proposal of 01-18-13: Status quo		
29 – Vacant	State Proposal of 01-18-13: Status quo		
30 – Vacant	State Proposal of 01-18-13: Status quo		
31 – Management Rights	State Proposal of 01-18-13: Status quo		

Florida State Fire Service Association
Fire Service Unit – State Personnel System
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All articles are at impasse

Article	State's Last Proposal	Union's Last Proposal	Comments
32 – Entire Agreement	State Proposal of 01-18-13: Status quo		
33 – Savings Clause	State Proposal of 01-18-13: Status quo		
34 – Duration	State Proposal of 01-18-13: Proposes one-year agreement to expire June 30, 2014.		

Article 4
NO DISCRIMINATION

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

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

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

SECTION 2 – Sexual Harassment

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

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

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

SECTION 3 – Affirmative Action Program

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

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Doug Martin
Chief Negotiator

Date

Date

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article

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

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

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

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

SECTION 2 – Election of Remedy and Representation

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

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the employee. If the employee is represented by the Union or another representative, any decision agreed to by the state and

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Doug Martin
Chief Negotiator

Date

Date

Union or the state and the employee's designated representative, shall be binding on the employee.

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

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

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

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

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Doug Martin
Chief Negotiator

Date

chose not to be represented by the Union.

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

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

SECTION 3 – Procedures

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

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

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

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

(E) All written grievances will be presented at ~~the Oral~~ 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 filed at Step 2 on the grievance form as contained in Appendix B of this Contract within 21 days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 21 days of the occurrence of the event giving rise to the grievance.

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

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decision at that level shall be final and binding.

(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's designated representative, if any.

(1) Oral Discussion

(a) An employee having a grievance may, within 21 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting the grievance ~~it~~ orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated, and the relief requested, or by filing a written grievance at Step 1. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

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

~~(e b)~~ Failure to communicate the decision in a timely manner shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

~~(d 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

(2 1) STEP 1

(a) If the employee elects to utilize the oral discussion step and the grievance is not resolved, the employee or the designated employee representative may submit it in writing to the Step 1 Management Representative to be received within 21 days following the receipt of the oral step decision. If the employee elects not to utilize the oral discussion provision of this section ~~The employee or the designated employee representative shall file a written grievance with the Step 1 Management Representative to be received within 21 days following the occurrence of the event giving rise to the grievance, or within 21 days of receipt of the decision at the Oral Step, whichever is later,~~ on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief

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requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

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

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

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

(3 2) STEP 2

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

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

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

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

(4 3) STEP 3

(a) If the grievance is not resolved at Step 2, the Union President or the designated member of the Union President's staff, or the employee or designated employee representative if not represented by the Union, may appeal the Step 2 decision by filing a written grievance to the Office Manager for the Office of the General Counsel of the Department of

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

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

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

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

(5 4) GRIEVANCE MEDIATION

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

(6 5) ARBITRATION

(a) If the grievance is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the Step 3 decision to Arbitration by filing a written appeal to arbitration on the appropriate form as contained in

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

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

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

(d) Arbitration hearings shall be held 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) ~~Issues of arbitrability shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. 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)(c) above), who is available to schedule a hearing and render a decision within twenty 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 (5) business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the decision is arbitrator determines that the issue is arbitrable, another arbitrator shall then be selected chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(c) of this Article to conduct a hearing on hear the substantive issue(s), in accordance with the provisions of (5)(c) of this Article.~~

(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

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

1. The arbitrator shall issue a decision not later 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.
3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall conform an award to the limitations imposed by section 447.401, Florida Statutes, and specifically shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.
5. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
 - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.
 - b. The award shall not exceed the actual loss to the grievant and will not include punitive damages.
- (g) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.
- (h) The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

- (A) Failure to initiate, file or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- (B) Failure at any step of this procedure to communicate the decision on a grievance to be received within the specified time limit shall permit the employee, the Union, or the designated employee representative where appropriate, to proceed to the next step.
- (C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

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Michael Mattimore
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Article 13
HEALTH AND SAFETY

SECTION 1 – Workplace Safety

Pursuant to Executive Order 2000-292, the departments subject to the Executive Order are directed to voluntarily comply with Subparts C through T and Subpart Z of the Occupational Safety and Health Standards, as revised July 1, 1993. The remedies shall be those defined in the Executive Order.

SECTION 1 2– 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 A) Where management has created a workplace safety committee in a state-controlled facility, the Union shall select one unit employee of the facility to serve on such committee.

(~~C~~ B) 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 3 – Employee Safety

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

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

SECTION 3 4– Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only to Step 2 3 of the Grievance Procedure of the Contract.

For the State

Michael Mattimore
State's Chief Labor Negotiator

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SECTION 4 5– Use of Inmate Labor or Known Criminal Offender Labor

(A) Employees working for any agency, exclusive of the Department of Corrections and the Department of Juvenile Justice, who are not told at the time of employment in that position that they may be required to work with or supervise inmates or persons known to by the agency to be under the supervision of a court or a criminal justice agency, may, because of religious or moral objection, request reassignment to a comparable vacant position not requiring work with or supervision of inmates or persons known to by the agency to be under the supervision of a court or criminal justice agency. Such requests shall not be unreasonably denied.

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

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Michael Mattimore
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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.

(F) The Union 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.

SECTION 3 – Work Schedules

(A) Where work schedules are rotated, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than ten (10) calendar days in advance, and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or 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

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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 – Negotiation Committee

The Union may designate employees within each unit to serve as its Negotiation Committee, and such employees will be granted administrative leave with pay to attend negotiating sessions with the state; provided, however, that the total number of employees designated by the Union shall not exceed one employee for each 2,000 covered employees. No more than one employee shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit. The names, classifications, and work locations of employees designated for the Negotiations Committee shall be provided to the Department of Management Services by September 1 of each year.

SECTION 6 – Union Activities

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

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SECTION 7 – Disability Leave

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

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

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

SECTION 8 – Special Compensatory Leave

(A) 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

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

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(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) 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.

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Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 4 – Recidivism Reduction Incentive

The Governor's Budget Recommendations provide for one-time, non-discretionary, lump sum bonus awards to eligible employees in the Department of Corrections in recognition of a decrease in Florida's recidivism rate over the past two years, saving more than \$44 million in prison costs. Awards to eligible Department employees will be \$500, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than July 31, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

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SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 6 – 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 7 – Performance Pay

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

SECTION 8 – 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 9 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

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Article 4
NO DISCRIMINATION

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

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

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

SECTION 2 – Compliance with all State wage and hour laws, the Federal Fair Labor Standards Act (FLSA), and the Occupational Safety and Health Act (OSHA).

(A) The State and the Union agree that compliance with state minimum wage laws pursuant to Section 24(f), Article X of the State Constitution as implemented by Florida Statutes is mandatory for all employers in Florida and applicable to employees in Florida. The State acknowledges that members of the bargaining unit will receive the same protections under the State Minimum Wage Law as other employees in Florida. Every member of the bargaining class will have his or her pay adjusted up-ward to the extent necessary to ensure that compensation is at least equal to the Florida Minimum Wage Act.

(B) The State and the Union agree that workers in Florida are protected by state labor laws including the Fair Labor Standards Act (FLSA) covering such issues as overtime, minimum wage, child labor and equal pay. The State acknowledges that members of the bargaining unit are entitled to be treated the same as other employees in Florida and that they will also receive the same protections under FLSA as other employees in Florida.

(C) The State and Union agree that workers in Florida are protected by federal law, United States Code, Title 29, Chapter 15, the Occupational Safety and Health Act (OSHA) ensuring that employees are able to work in environments that are free from recognized hazards. The State acknowledges that members of the bargaining unit are entitled to be treated the same as other employees in Florida and that they will also receive the same protections under OSHA as other employees in Florida.

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SECTION 32 – Sexual Harassment

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

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

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

SECTION 43 – Affirmative Action Program

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

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

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Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article

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

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

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

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

SECTION 2 – Election of Remedy and Representation

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

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the employee. If the employee is represented by the Union or another representative, any decision agreed to by the state and

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Union or the state and the employee's designated representative, shall be binding on the employee.

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

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

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

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

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

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

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

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

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chose not to be represented by the Union.

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

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

SECTION 3 – Procedures

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

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

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

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be filed at Step 2 on the grievance form as contained in Appendix B of this Contract within 21 days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 21 days of the occurrence of the event giving rise to the grievance.

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

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(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's designated representative, if any.

(1) Oral Discussion

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

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

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

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

(2) STEP 1

(a) The employee or the designated employee representative shall file a written grievance with the Step 1 Management Representative to be received within 21 days following the occurrence of the event giving rise to the grievance, or within 21 days of receipt of the decision at the Oral Step, whichever is later; on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

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

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grievance is received at Step 1.

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

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

(3) STEP 2

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

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

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

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

(4) STEP 3

(a) If the grievance is not resolved at Step 2, the Union President or the designated member of the Union President's staff, or the employee or designated employee representative if not represented by the Union, may appeal the Step 2 decision by filing a written grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 21 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief

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requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The designated representative of the Department of Management Services may meet with the Union President or the designated member of the Union President's staff, the employee, or the designated employee representative if not represented by the union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

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

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

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

(5) GRIEVANCE MEDIATION

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

(6) ARBITRATION

(a) If the grievance is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the Step 3 decision to Arbitration by filing a written appeal to arbitration on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 45 days after receipt of the decision at Step 3, provided the Step 3 decision is received on or before the last valid due date. The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the Step 3 decision. If, at

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the initial written step, the employee did not elect Union representation, or the Union refused to represent the employee because the employee was not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration or may designate another representative to appeal the Step 3 decision to arbitration on their behalf.

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

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

(d) Arbitration hearings shall be held 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) Issues of arbitrability shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

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

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

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

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

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

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

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

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

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

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

SECTION 4 – Time Limits

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

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

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

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Article 13
HEALTH AND SAFETY

SECTION 1 – Occupational Safety and Health

(A) It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment free from recognized hazards and comply with federal law, United States Code, Title 29, Chapter 15, the Occupational Safety and Health Act (OSHA).

SECTION 2 – Safety Committee

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

(~~BE~~) 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 ~~32~~ – Employee Safety

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

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

SECTION ~~43~~ – Grievability

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

SECTION ~~54~~ – Use of Inmate Labor or Known Criminal Offender Labor

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

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

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

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

SECTION 1-7 retain current contract language.

SECTION 8 – 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 credits shall be calculated by multiplying the number of hours the employee performed work on the qualifying holiday or period of declared emergency times 1.5.

(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) When Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which ~~are not~~ cannot be used each year by the employee by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, because of operational needs of the agency, the employee shall be paid for the special compensatory leave credits by multiplying the employee's hourly pay rate times the number of special compensatory credits, unless the agency and employee agree to extend the date the credits must be used for an additional 180 days. ~~be forfeited.~~

(2) When Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which ~~are not~~ cannot be used by the employee within 120 calendar days from the end of the work period in which the leave is credited because of operational needs of the agency, the employee shall be paid for the special compensatory leave credits by multiplying the employee's hourly pay rate times the number of special

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compensatory credits, unless the agency and employee agree to extend the date the credits must be used for an additional 180 days 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.~~

(E) 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.

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ARTICLE 25 WAGES

In order to recruit and retain the excellent personnel who have made the State of Florida the most efficient state government in United States, the policy of the State of Florida should be to maintain the earning power of their employees so that their salaries keep up with inflation. After years where salaries have failed to match inflation, the priority of the state should be investment in bringing salaries up to their former earning power through general cost-of-living adjustments (COLA). The last COLA for state employee salaries was 3 percent Oct. 1, 2006. According to the US Bureau of Labor Statistics, the Consumer Price Index (CPI) at that time was 201.8. In December 2012, the CPI stood at 229.601, an increase of 13.7 percent. On July 1, 2011, state employees were required to contribute 3 percent to the Florida Retirement System. Since the last COLA, state employees have had their earning power reduced by 16.7 percent. Although such a large percentage cannot be recouped in a single year, the state must begin paying down the debt owed to its employees who have helped balance the budget out of their own salaries and by taking on the work of laid off co-workers and unfilled positions.

SECTION 1 – Pay Provisions

(A) ~~Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.~~ All employees of the AFSCME represented bargaining units (Professional, Administrative Clerical, Operational Services and Human Services) will receive a 5 percent increase, plus applicable taxes, to their base rate of pay on July 1, 2013, with a \$1,200 minimum increase.

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

Permanent Career Service employees ~~will have~~ ~~may be given~~ the option of receiving up to twenty-four (24) hours of unused annual leave each December, in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes. Permanent Career Service employees in the AFSCME represented bargaining units (Professional, Administrative/Clerical, Operational Services and Human Services) will have the option of receiving a payout each December of all unused special compensatory leave earned after July 1, 2012.

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SECTION 3 – Savings Sharing Program

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

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code. The granting of merit pay increases should be awarded fairly and be distributed proportionally to all members of a work unit who have achieved outstanding or commendable performance. Supervisors will be required to document the objective criteria used for awarding merit pay increases.

SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-14 General Appropriations Act, 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.

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AFSCME Unit CBU 01,02,03, and 05 Proposals with Fiscal Impact Fiscal Year 2013-2014		
Union/Issue	Estimated Cost	Comments
Article 25(1): Provides for a 5% increase in pay, plus applicable taxes, with a 1,200 minimum increase	\$94.1M	People First was the source of data for calculation- retirement and FICA were also included.
Article 25(5): Provides an additional \$40 per day for employees required to work during a period of time in an area in which there is a hurricane emergency.	Indeterminate	

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Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 4, 2013
Fiscal Year 2013-14 Successor Agreement Negotiations – All Articles Open for Negotiation
Articles at Impasse: 4, 6, 13, 18, and 25

Article	State's Last Proposal	Union's Last Proposal	Comments
4 – No Discrimination	State Proposal of January 8, 2013: Status quo	Union Proposal of January 28, 2013: Proposes new Section 2 – Compliance with all State wage and hour laws, the Federal Fair Labor Standards Act (FLSA), and the Occupational Safety and Health Act (OSHA)	Union proposal would provide grievability, through arbitration, of claims of violation of the federal Fair Labor Standards Act and OSHA. Current policy is that claims of violation of state and federal laws governing the workplace be addressed through enforcement mechanisms provided by such laws.
6 – Grievance Procedure	State Proposal of February 4, 2013: Proposes option of initiating grievances at the oral discussion step or at Step 1; proposes issues of arbitrability be heard in an expedited hearing limited to one day; if the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen to conduct a hearing on the substantive issues.	Union Proposal of January 28, 2013: Status quo	State proposal on arbitrability avoids the time and expense of preparing a the entire case defending employee discipline in instances where there is an initial issue whether the arbitrator has authority to hear the case due to a question of arbitrability. It provides an expedited determination of that issue.

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Article	State's Last Proposal	Union's Last Proposal	Comments
13 – Health and Safety	<p>State Proposal of February 4, 2013: Proposes new Section 1 – References Executive Order 2000-292 regarding workplace safety.</p> <p>Renumbered Section 4 – Proposes grievability to Step 3.</p>	<p>Union Proposal of January 28, 2013: Proposes new Section 1 providing state policy to make every reasonable effort to provide employees a safe and healthy working environment, including compliance with the federal Occupational Safety and Health Act ;</p> <p>Proposes striking the limits on grievability to Step 2.</p>	<p>OSHA is applicable by its terms only to private sector employers. EO 2000-292 requires certain state agencies to comply voluntarily with some OSHA standards. Neither the EO nor state law provides an enforcement mechanism for this voluntary compliance. Union proposal would make issues of compliance grievable through arbitration.</p>
18 – Leaves of Absence, Hours of Work, Disability Leave	<p>State Proposal of January 8, 2013: Status quo</p>	<p>Union Proposal of January 28, 2013: Proposes that an employee be paid time and a half for special compensatory leave credits earned after July 1, 2012, that cannot be used by April 30 or October 31 because of operational needs of the agency, unless the agency and employee agree to extend the date the credits must be used for an additional 180 days; strikes the current language prohibiting a payout of special comp credits earned on or after July 1, 2012.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages	<p>State Proposal of January 30, 2013:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act; increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.</p> <p>Section 2 – Proposes Unemployment Rate Incentive as provided in the Governor's Budget Recommendations</p> <p>Section 3 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations</p> <p>Section 4 – Proposes Recidivism Reduction Incentive as provided in the Governor's Budget Recommendations</p> <p>Section 5 – Proposes Temporary Special Duties Pay Additive of up to 15%, subject to availability of funds and at the agency head's discretion, for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.</p>	<p>Union Proposal of February 4, 2013:</p> <p>Proposes employee wage increase narrative.</p> <p>Section 1 – Proposes a 5% base rate of pay increase, including applicable taxes; minimum increase of \$1,200</p> <p>Section 5 – Proposes Temporary Special Duties Pay Additive of up to 15% for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.</p>	<p>Cost estimate: \$94.1M</p>

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Articles at Impasse: 4, 6, 13, 18, and 25

Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 6 – Proposes employees may be given the option of receiving up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S.</p> <p>Section 7 – Proposes each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.</p> <p>Section 8 – Proposes 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), F.S.</p> <p>Section 9 – Proposes that in the event the 2013 Legislature provides different funding or eligibility provisions for the above-reference pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, or any other relevant statutes.</p>	<p>Section 2 (union changes order of sections) – Proposes employees will have the option of receiving a cash payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S.; and the <u>option of a payout each December for all unused special compensatory leave earned after July 1, 2012.</u></p>	<p>Significant costs for agencies affected; undetermined \$.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 4, 2013
Fiscal Year 2013-14 Successor Agreement Negotiations – All Articles Open for Negotiation
Articles at Impasse: 4, 6, 13, 18, and 25

Article	State's Last Proposal	Union's Last Proposal	Comments
34 – Duration	State Proposal of January 8, 2013: Proposes one-year agreement to expire June 30, 2014.	Union Proposal of February 4, 2013: Proposes a three-year agreement to expire June 30, 2016; four articles to be reopened in Fiscal Year 2014-15 and 2015-16.	

Article 5
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the Special Agent bargaining unit represented by the Florida Police Benevolent Association, Inc. (Association).

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

SECTION 2 – Representation

(A) The Association shall select one (1) employee as an Association Grievance Representative per region as defined by the Florida Department of Law Enforcement, and shall furnish to the state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. In addition, the Association shall furnish to the state and keep up-to-date a list of Association Staff Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the appropriate list. Where Association representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

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

SECTION 3 – Representative Access

The state agrees that accredited representatives of the Association shall have access to the premises of the state which are available to the public. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 – Academy Access

Where the agency operates its own Academy and conducts entry-level Special Agent training, a representative of the Association, accompanied by a representative of the Executive

For the State	For the PBA
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Michael Mattimore
State's Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

Director, will be permitted to address each entry-level Special Agent class during class time to provide each recruit a copy of the current Special Agent Unit Agreement and to discuss the provisions of that Agreement. This presentation will not last longer than 30 minutes unless a longer period is agreed to by the Association and the agency, and may be made only once per class at a time mutually selected in advance by the Association, the representative of the Executive Director, and the Special Agent Unit Head or designee.

It is understood by the parties that the Association will not use this time to solicit new members. Any violation of this provision may result in the revocation of this section of the Agreement.

SECTION 5 – Consultation

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

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the Executive Director and/or designated representatives shall meet and consult with not more than two (2) Association representatives from the Agency and the Association Staff Representative. Such meetings shall be held at a time and place designated by the Executive Director.

(C) Upon request by the designated Association Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative and not more than two (2) Association representatives from the Agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than three (3) calendar days prior to the scheduled meeting date,

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which any employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.

(B) When requested in writing, the state agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board.

(C) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) Reports of Association committees,
- (5) Association benefit programs,
- (6) Current Association contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of Association members.

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

(E) Notices posted must be dated and bear the signature of the Association's authorized representative.

(F) A violation of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

SECTION 7 – Employee Lists

(A) Upon request of the designated Association Staff Representative, the state will, on no more than a quarterly basis, provide the Association with a list giving the name, work address on file, classification title, and gross salary for each employee.

(B) When an employee resigns, is terminated, retires normally, is retired by disability, or

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

is transferred, promoted or demoted out of the bargaining unit, the state shall promptly notify the Association, giving the employee's name and agency.

SECTION 8 – 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 Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Association shall notify the Department of Management Services in writing within seven (7) calendar days of its receipt of written notification from the Department, of its comments concerning the proposed change(s) or its desire to discuss the proposed change(s). Failure of the Association to notify the Department of Management Services within the specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 9 – Negotiations

(A) The Association 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 Association 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 Association at any other level of state government.

(B) The Association may designate certain employees to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No 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. No more than three (3) employees that may attend a preparatory meeting or negotiating session. 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.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(C) The selection of an employee shall not unduly hamper the operations of the work unit.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Election of Remedy and Representation

~~(A) If an employee or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the Association shall elect at the outset, which procedure is to be used and such election shall be binding on the employee or the Association. In the case of any duplicate filing, the action first filed will be the one processed.~~

~~(B)~~ A) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Association. When the employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the Sstate and the Association shall be binding on the employee.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

(~~C~~ **B**) If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this **collective bargaining** Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 – Procedures

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

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

(C) ~~Except for suspensions, t~~ **The** filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the ~~S~~**State** to take the action complained of; subject, however, to the final disposition of the grievance. **Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.** The employee shall notice the agency head or his designated representative of his intention to ~~grieve~~ **appeal** a suspension **to the Public Employees Relations Commission (see Article 7, Section 2(C) of the Agreement)** within seven (7) days of the receipt of the final notice from the agency. **Suspensions shall not be imposed until the final disposition of an appeal, if any, except where such suspension is made pending the outcome of a criminal investigation.** The employee's failure to ~~do so~~ **notify the agency of his intention to appeal** shall permit the agency to proceed with the suspension.

(D) ~~Once~~ **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 employee, then the employee shall have the right to amend that part of his grievance.**

(E) The resolution of a grievance prior to its submission in writing ~~at Step 3~~ **to**

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Arbitration shall not establish a precedent binding on either the Association or the State in other cases.

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

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

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days 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., for informal discussion, and tThe management representative shall make every effort to resolve the grievance promptly.

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

(2) Step 1

(a) If the employee 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 14 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the Association Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Agency Head or his designated representative within fourteen (14) days after following receipt of the decision at Step 1. When

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

the grievance is eligible for initiation at Step 2, the ~~G~~grievance form must contain the same information as a grievance filed at Step 1 ~~above~~. The Agency Head or ~~his~~ designated representative may ~~have a meeting~~ meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or ~~his~~ designated representative shall communicate a decision in writing to the employee and to the Association Grievance Representative within ~~twenty-one (21)~~ days following receipt of the written grievance.

(4) Step 3

Step 3 shall serve as the final and binding step for all matters, which are grievable, but not arbitrable, under this Agreement.

(a) If the grievance is not resolved at Step 2, the employee or ~~his~~ designated representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement, to the Department of Management Services within ~~fourteen (14)~~ days after 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 above.

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

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before a hearing is scheduled. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5 6) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on a form to be supplied by the State, the appropriate form as contained in Appendix C of this Agreement within ~~fourteen (14)~~

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

days ~~after~~ following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the employee because he was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of three (3) permanent-arbitrators, mutually selected by the State and the Association to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(c) The parties may, by ~~mutual~~ 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 twenty 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 (5) 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).

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

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

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

2. The arbitrator's decision shall be in writing, and shall set forth

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

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

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

~~(f)~~ (g) The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

SECTION 4 – Time Limits

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

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

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

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

SECTION 5 – Exceptions

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

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

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

(2) The Association shall have the right to bring a class action grievance on behalf of bargaining Unit employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen ~~(14)~~ days of

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

the occurrence of the event giving rise to the grievance.

(3) ~~Any~~ An employee who has not attained permanent status in ~~the Career Service~~ his
current position can may only bring file non-discipline grievances to Step 3, ~~as provided for in~~
this Article. Non-discipline grievances filed by probationary employees are final and binding at
Step 3 unless the processing of such grievances is further limited by specific provisions of this
Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 7
INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

SECTION 1 – Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the Sstate has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the Sstate reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.

(B) When an allegation is made against an employee, the Sstate will make every reasonable effort to ensure that the allegation and related statements are reduced to writing, under oath, and signed. An internal investigation may be opened on the basis of an anonymous or unwritten complaint if, following a preliminary review of the allegations, the agency determines there is a reasonable basis to initiate the investigation.

(C) Any employee while under investigation and subject to interrogation by members of the Department of Law Enforcement for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Sections 112.532 and 112.533, Florida Statutes. Failure of the Department to comply with Sections 112.532 and 112.533, Florida Statutes, shall be subject to the grievance procedure in Article 6, but only through Step 2 3.

(D) In cases where an agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave pending investigation. sSuch leave shall be in accordance with Chapter Rule 60L-34, Florida Administrative Code.

(E) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(F) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this Ssection shall obligate the Sstate to violate or act in a manner contrary to Chapter 119, Florida Statutes.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(G) The ~~S~~state shall ensure that persons who investigate charges against law enforcement employees are aware of, and in good faith abide by, the requirements of ~~S~~sections 112.532 and 112.533, Florida Statutes.

SECTION 2 – Disciplinary Action

(A) An employee who has attained permanent status in ~~the Career Service System~~ his current position may be disciplined only for just cause. Cause shall include, but is not limited to poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime. The agency head shall ensure that all employees of the agency have reasonable access to the agency's personnel manual.

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

(C) The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. In making such determination, the agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

~~(B D)~~ If filed within ~~fourteen (14)~~ 21 calendar days ~~from~~ following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, ~~a complaint by~~ an employee with permanent status in ~~the Career Service~~ his current position may appeal ~~concerning~~ a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. to the Public Employees Relations Commission under the provisions of Section 110.227(5) and (6), Florida Statutes. Such appeal process is the exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure.

~~(C) An employee who has not attained permanent status in the Career Service System~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

~~shall not have access to the grievance procedure in Article 6 when disciplined.~~

~~(E) A W~~ritten reprimands shall be subject to the grievance procedure in Article 6 ~~if a~~
~~grievance is filed by an employee with permanent status in his current position; but only~~
~~through the decision is final and binding~~ at Step ~~3~~ 2.

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

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

~~(F) An oral reprimand shall not be considered in determining progressive discipline,~~
~~provided that the employee is not disciplined for the same offense during the succeeding twelve~~
~~(12) months from the date of issuance, and a written reprimand shall not be considered in~~
~~determining progressive discipline, provided that the employee is not disciplined for the same~~
~~offense during the succeeding twenty four (24) months for the date of issuance, and further~~
~~provided that the oral or written reprimands were not for a major offense which could have~~
~~resulted in the employee's dismissal.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 8
WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When ~~bargaining Unit~~ employees are to be laid off, the ~~Ss~~ate shall implement such layoff in the following manner:

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

(2) Layoff shall be by class or occupational level within the Special Agent unit.

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

(4) No employee with permanent status in ~~the affected class~~ his current position shall be laid off while an employee who does not hold permanent status in his current position is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet selective competition criteria.

(5) All employees who have permanent status in ~~the affected class or level~~ their current position shall be ranked in a layoff list based on the total retention points derived as follows:

(a) Length-of-service retention points shall be based on one point for each month of continuous service in a Career Service position based on the five years immediately prior to the agency's established cutoff date for the determining layoff.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in services if such break is not in excess of 31 calendar days.

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break between services is more than 31 days. Only the time spent in Career Service ~~can be~~ is counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted from the length of service

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.

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

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

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

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

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

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

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

(10) An employee who has Career Service permanent status in his current position and who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks' pay, for or a combination of days of notice or and pay, in lieu of the full fourteen calendar days notice. Any payment will be made to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a reassignment or demotion to another position within the competitive area in lieu of layoff to another position. Such request must be in writing.

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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

SECTION 2 – Recall

(A) When a vacancy occurs or a new position is established, laid off employees shall be recalled in the following manner:

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

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

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

SECTION 3 – Retirement Benefits

Pursuant to ~~S~~section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed ~~twelve (12)~~ calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 – Job Security

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

(B) At least ~~thirty (30)~~ days prior to ~~a~~ffecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or ~~in~~ the demotion of ~~Unit~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that ~~bargaining Unit~~ employees are impacted by the changes, ~~under Chapter 447, Florida Statutes,~~ it will notify the Association ~~of the changes~~ pursuant to Chapter 447, Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 9
REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, PROMOTION

It is the intent of the State and the Association that the minimum initial service obligation for Unit members employees shall be twenty-four (24) months. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request reassignment, transfer, or a change in duty station, or promotion in accordance with the provisions of this Article; however, the State retains the right to determine the nature and location of work assignments based upon staffing needs.

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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

(A) An employee who has completed the ~~twenty-four~~ (24) month minimum service obligation in his initial job assignment may apply for a reassignment on a Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the county(ies) and/or duty station to which the employee would like to be reassigned.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested reassignment. The employee shall provide a copy of the Request to the Association at the time it is filed with the agency.

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

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

(F) If the employee with the greatest length of service in the ~~class/occupational~~ ~~broadband~~ level is not selected for the vacant position, all employees who have greater length of service in the ~~class/occupational~~ ~~broadband~~ level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where ~~mutually~~ agreed otherwise by the Association and the Agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of ~~twelve~~ (12) months following the employee's reassignment. If an

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the specific ~~class/occupational~~ **broadband** level, county(ies), and/or duty station declined, for a period of ~~twelve (12)~~ months.

(H) The ~~twenty-four (24)~~ month service obligation for an initial appointment shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or ~~his~~ designee.

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

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

(B) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station ~~at any time,~~ of any employee, ~~at any time,~~ according to the needs of the agency or as authorized by ~~Section~~ 110.205(3), Florida Statutes. However, it is understood that the agency will make ~~an a~~ **good faith** effort not to ~~affect any~~ involuntary reassignment, transfer, or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering ~~any~~ Request for Reassignment Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, a member involuntarily transferred will be permitted ~~ninety (90)~~ days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Reassignments, transfers and changes in duty station shall not be utilized as disciplinary sanctions.

SECTION 4 – Notice

(A) An employee shall be given a minimum of ~~fourteen (14)~~ calendar days' notice prior to the agency ~~affecting any~~ reassignment, and ~~thirty (30)~~ calendar days' notice prior to the agency affecting ~~any~~ transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the ~~S~~state from

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

making effecting the involuntary reassignments, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

(C) When an Agency establishes a new position within a class/occupational broadband level it shall notice all Agency bargaining Unit employees of the duties, and responsibilities, and qualifications of the position and the qualifications for said position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

SECTION 5 – Promotion

The State and the Association agree that promotion of an FDLE member to Special Agent should be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing whatever additional training required by the Department prior to such appointment. The parties agree that the provisions of the Personnel Rules of the State Personnel System will be followed when making such appointments.

SECTION 6 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level to a position shall attain permanent status in that classification or occupational level position upon successful completion of the designated probationary period. Such employee shall not lose permanent in such classification or occupational level by accepting a promotion to a higher classification or occupational level with the same agency and within the Career Service system.

(B) An employee who has obtained permanent status in a classification or occupational level who is promoted to a higher classification or occupational level that fails, to due to performance, to satisfactorily complete probation in the promotional classification or occupational level shall be demoted in the former classification or occupational level previously held by the employee in an available vacant position. An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.

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

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(2) Such a demotion shall not be grievable under Article 6 of this Agreement.

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

SECTION 7 – Relocation Allowance

An employee who is reassigned, or promoted, and ~~who is~~ required by agency policy to relocate his residence shall be granted time off with pay for two (2) work days for ~~this purposes of relocating his residence~~ purposes. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 8 – Grievability

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

(B) An employee complaint concerning ~~the~~ administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by ~~S~~section 110.205(3), Florida Statutes, shall not be subject to the grievance procedure.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 14
PERFORMANCE REVIEW

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. All appraisals shall conform to the provisions of Section 110.224, Florida Statutes. Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) The Pparties agree that management is required to establish squad-level numerical arrest and other case-related goals in accordance with Legislative direction associated with performance-based budgeting. Such goals may be considered for the evaluation of individual performance; however, the primary factor in such evaluation shall be the individual's employee's performance of his assigned duties and responsibilities.

(C) The Pparties agree that performance evaluations are not grievable under Article 6 of this Agreement; however a performance appraisal that serves as the basis for a disciplinary action under the appeal provisions of Article 7, Section 2(C) may be contested if it serves, in whole or in part, as the basis for a disciplinary action reviewed in such appeal.

(D) Any employee who has attained permanent status in his current class position shall not be disciplined for poor performance unless the employee has been counseled about the poor performance, and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Bargaining Unit eEmployees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 15
SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in ~~the job classification/occupational level~~ **positions covered by this bargaining unit**; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any **State Personnel System** payroll for at least ~~thirty-one (31)~~ calendar days following the separation.

SECTION 2 – Seniority Application

Except under extraordinary circumstances, vacations, and regular days off shall be scheduled with due regard for ~~the~~ needs of the agency, seniority, and ~~bargaining Unit~~ employee preference. The ~~S~~state and the Association understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 – Vacation and Holiday Leave

Where practicable, ~~requests for~~ leave of ~~forty (40)~~ contiguous hours or more, or for holidays ~~requested~~, shall be requested at least ~~sixty (60)~~ days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
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Article 18
LEAVE

The attendance and leave provisions as contained in Chapter Rule 60L-34, Florida Administrative Code of the Personnel Rules of the State Personnel System shall apply to all bargaining Unit employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 21
ACTING RANKS

**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER
LEVEL POSITION**

SECTION 1 – Eligibility

Each time an employee is officially designated in writing by the appropriate employee's immediate supervisor to act in an established position in a higher classification broadband level than the employee's permanent classification current broadband level, and actually performs said a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of more than twenty two (22) workdays, within any six (6) consecutive months, the employee shall be eligible to receive for a temporary special duty additive as provided in Chapter in accordance with Rule 60L-32, Florida Administrative Code. If an employee performs duties in a higher classification for twenty two (22) consecutive workdays within any six (6) consecutive months, the employee shall be eligible for a Temporary Special Duty salary additive, as provided in Article 25 of this Agreement, effective the first day of performing such duties.

SECTION 2 – Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a higher classification position in a higher broadband level shall be paid according to the same compensation method as permanent promotees promoted employees under pursuant to the Personnel Rules of the State Personnel System.

SECTION 3 – Return to Regular Rate

Employees being paid at a higher rate while temporarily performing the duties of a higher classification position in a higher broadband level will be returned to their regular rate of pay when the period of temporary employment special duty in the higher class broadband level ends.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

(A) The ~~normal workweek~~ work period for each full-time employee shall be ~~forty~~ (40) ~~160~~ hours.

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

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

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

An employee who is filling an included position may, at the end of the approved extended period if ~~mutually~~ agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to ~~"FLSA special compensatory leave."~~ If such approved election is made, the overtime hours will be credited as ~~"FLSA special compensatory leave"~~ credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of ~~eighty~~ (80) hours of ~~"FLSA special compensatory leave"~~ credits which may be taken in any increments if ~~mutually~~ agreed to by the employee and the supervisor. If ~~mutual~~ agreement is not reached, the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused ~~"FLSA special compensatory leave"~~ credits at the close of business on December 31 and June 30 shall be paid ~~for~~ at the employee's straight time regular hourly rate in accordance with ~~Chapter Rule~~ 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused ~~"FLSA special compensatory leave"~~ in accordance with the above.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

SECTION 2 – 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 employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 3 – Sick Leave Pool and Sick Leave Transfer

~~Special Agent bargaining Unit~~ Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 4 – Special Compensatory Leave

~~Special Agent bargaining Unit employees shall be required, with reasonable advance notice, to use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits.~~

(A) 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, 2013

(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, 2013 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, 2013.

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

(C) Special Compensatory Leave Earned On or After July 1, 2013

(1) Special compensatory leave credits earned, as described in subsection

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

(A)(1), on or after July 1, 2013, 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, 2013, 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, 2013, 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, 2013.

(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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 24
ON CALL, CALL-BACK and COURT APPEARANCES

SECTION 3 1 – On-Call

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code.

Based on the availability of funds, employees who are required to be on-call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour ~~such the~~ employee is required to be available. Employees who are required to be on-call on a Saturday, Sunday and/or a holiday as listed in ~~S~~section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period ~~such the~~ employee is required to be available.

SECTION 4 2 – Call-Back

When ~~Aan~~ Unit employee who has been placed on-call is called out back to the work at a time not contiguous with the employee's scheduled hours of work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

SECTION 2 3 – Court Appearances

If an ~~an~~ Unit employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 4 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 5 – 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

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 6 – Performance Pay

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

SECTION 7 – 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 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 26
EQUIPMENT AND SERVICE AWARDS

SECTION 1 – Accessories and Equipment

Accessories and equipment will include the following minimum requirements:

(A) A service weapon gun belt, holster and accessories as appropriate for the ~~Unit~~ employees.

(B) Spare ammunition, and an appropriate case.

(C) Where hand-held radios are provided, they will be suitable for law enforcement use.

(D) The agency shall provide bullet-proof vests to ~~bargaining Unit~~ employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

(F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current ~~State of Florida~~ contract specifications for unmarked law enforcement vehicles.

SECTION 2 – Clothing Allowance

Employees ~~of this Unit~~ shall receive a clothing allowance in the amount of \$500.00 annually.

SECTION 3 – Award

When an employee retires under any provision of the ~~State Florida Retirement System~~, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" as provided in ~~Section 112.193~~, Florida Statutes.

SECTION 4 – Award Program

The ~~State~~ agrees to promote a program of recognition awards for ~~bargaining Unit~~ employees which shall include:

(A) Upon promotion, a framed certificate certifying the promotion.

(B) Awards for bravery and outstanding service.

(C) Service awards through the use of certificates, patches or pins recognizing years of

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

service with the State; specifically recognizing ~~fifteen (15)~~, ~~twenty (20)~~ and ~~twenty-five (25)~~ years of service.

(D) Upon normal retirement, an identification card and badge.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

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

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

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

(B) Education benefits will be as provided in **S**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 **S**section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee or the Association concerning this **S**section shall not be subject to the **G**grievance **P**procedure of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 31
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date



PBA/SPECIAL AGENT UNIT
UNION PROPOSAL
FISCAL YEAR 2013-14
NOVEMBER 19, 2012

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

July 1, 2013 through June 30, 2014

SPECIAL AGENT BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. **[Changes to the current agreement are found at Articles 5, 6, 18, 23, 25, 26, 27, 31 and 35.]**



*** AGREEMENT**
THE STATE OF FLORIDA
and
THE FLORIDA POLICE
BENEVOLENT ASSOCIATION

Special Agent Bargaining Unit

**Effective July 1, 2012 through
June 30, 2013**

*Incorporates 2012 Legislative Impasse Resolution
to Articles 5, 25, and 31*

All other articles status quo from Fiscal Year 2011-12 Agreement

***TO BE CHANGED ONCE AGREEMENT ON
DURATION AND OTHER ARTICLES IS
REACHED**

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the "Association") representing the employees in the Special Agent bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1

RECOGNITION

(A) The State hereby recognizes the Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Special Agent bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification No. 1228.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2

GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3

VACANT

Article 4
NO DISCRIMINATION

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

(A) The State and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The Association shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

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

(D) The Association agrees to support the State's current affirmative action programs and efforts to comply with the Americans with Disabilities Act, as well as other initiatives to avoid unlawful discrimination.

SECTION 2 – Non-Discrimination Policy – Association Membership

Neither the State nor the Association shall interfere with the right of law enforcement employees covered by this Agreement to become or refrain from becoming members of the Association, and neither the State nor the Association shall discriminate against any such employee because of membership or non-membership in any employee organization.

Article 5 *2012 Legislative Impasse Resolution*
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definitions

(A) The term "employee" as used in this Agreement, shall mean an employee included in the Special Agent bargaining unit represented by the Florida Police Benevolent Association, Inc. (Association).

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

SECTION 2 – Representation

(A) The Association shall select one (1) employee as an Association Grievance Representative per region as defined by the Florida Department of Law Enforcement, and shall furnish to the state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. In addition, the Association shall furnish to the state and keep up-to-date a list of Association Staff Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the appropriate list. Where Association

representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

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

SECTION 3 – Representative Access

The state agrees that accredited representatives of the Association shall have access to the premises of the state which are available to the public. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 – Academy Access

Where the agency operates its own Academy and conducts entry-level Special Agent training, a representative of the Association, accompanied by a representative of the Executive Director, will be permitted to address each entry-level Special Agent class during class time to provide each recruit a copy of the current Special Agent Unit Agreement and to discuss the provisions of that Agreement. This presentation will not last longer than 30 minutes unless a longer period is agreed to by the Association and the agency, and may be made only once per class at a time mutually selected in advance by the Association, the representative of the Executive Director, and the Special Agent Unit Head or designee.

It is understood by the parties that the Association will not use this time to solicit new members. Any violation of this provision may result in the revocation of this section of the Agreement.

SECTION 5 – Consultation

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

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the Executive Director and/or designated representatives shall meet and consult with not more than two (2) Association representatives from the Agency and the Association Staff Representative. Such meetings shall be held at a time and place designated by the Executive Director.

(C) Upon request by the designated Association Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative and not more than two (2) Association representatives from the Agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires

reasonable travel time during the working hours of any employee participant, such participant shall be granted administrative leave for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than three (3) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which any employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.

(B) When requested in writing, the state agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board.

(C) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) Reports of Association committees,
- (5) Association benefit programs,
- (6) Current Association contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of Association members.

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

(E) Notices posted must be dated and bear the signature of the Association's authorized representative.

(F) A violation of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

SECTION 7 – Employee Lists

(A) Upon request of the designated Association Staff Representative, the state will, on no more than a quarterly basis, provide the Association with a list giving the name, work address on file, classification title, and gross salary for each employee.

(B) When an employee resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted or demoted out of the bargaining unit, the state shall promptly notify the

Association, giving the employee's name and agency.

SECTION 8 – 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 Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Association shall notify the Department of Management Services in writing within seven (7) calendar days of its receipt of written notification from the Department, of its comments concerning the proposed change(s) or its desire to discuss the proposed change(s). Failure of the Association to notify the Department of Management Services within the specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 9 – Negotiations

(A) The Association 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 Association 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 Association at any other level of state government.

(B) The Association may designate certain employees to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No 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. No more than three (3) employees that may attend a preparatory meeting or negotiating session. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit.

SECTION 10 – Changes to Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the ~~DHS~~ ^{DMV} on a change in a mandatory

File

subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

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

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

SECTION 2 – Election of Remedy and Representation

(A) If an employee or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the Association shall elect at the outset, which procedure is to be used and such election shall be binding on the employee or the Association. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Association. When the employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the State and the Association shall be binding on the employee.

(C) If the employee is not represented by the Association, any adjustment of the

grievance shall be consistent with the terms of this collective bargaining Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

(C) 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. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee shall notice the agency head or his designated representative of his intention to grieve a suspension within seven (7) days of the receipt of the final notice from the agency. The employee's failure to do so shall permit the agency to proceed with the suspension.

~~(D) Once a grievance is presented, no new violation or issue can be raised. Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.~~

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

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

~~(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.~~

(1) Oral Discussion

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

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the Association Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the Grievance form must contain the same information as a grievance filed at Step 1 above. The Agency Head or his designated representative may have a meeting with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or his designated representative shall communicate a decision in writing to the employee and to the Association Grievance Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

Step 3 shall serve as the final and binding step for all matters, which are grievable, but not arbitrable, under this Agreement.

(a) If the grievance is not resolved at Step 2, the employee or his designated representative may submit the grievance in writing to the Department of Management Services within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services may have a meeting with the Association Staff Representative or his designee, to discuss the grievance. The Department of

Management Services shall communicate a decision in writing to the employee and to the Association Staff Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on a form to be supplied by the State, within fourteen (14) days after receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the employee because he was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

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

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

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

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

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

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

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

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

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

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

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities

have been abridged, delegated or modified by the expressed provisions of this Agreement.

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

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

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

(f) The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

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

SECTION 4 – Time Limits

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

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

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

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

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or an employee to process a grievance (1) in 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 an individual employee or group of employees, or by the Association.

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

(1) If a grievance arises from the action of an official higher than the Step 1

Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

(3) Any employee who has not attained permanent status in the Career Service can only bring non-discipline grievances to Step 3 as provided for in this Article.

Article 7

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

SECTION 1 – Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and related statements are reduced to writing, under oath and signed. An internal investigation may be opened on the basis of an anonymous or unwritten complaint if, following a preliminary review of the allegations, the agency determines there is a reasonable basis to initiate the investigation.

(C) Any employee while under investigation and subject to interrogation by members of the Department of Law Enforcement for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Sections 112.532 and 112.533, Florida Statutes. Failure of the Department to comply with Sections 112.532 and 112.533, Florida Statutes, shall be subject to the grievance procedure in Article 6, but only through Step 2.

(D) In cases where an agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave pending investigation, such leave shall be in accordance with Chapter 60L-34, Florida Administrative Code.

(E) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation

of a complaint or allegation.

(F) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this Section shall obligate the State to violate or act in a manner contrary to Chapter 119, Florida Statutes.

(G) The State shall ensure that persons who investigate charges against law enforcement employees are aware of, and in good faith abide by, the requirements of Sections 112.532 and 112.533, Florida Statutes.

SECTION 2 – Disciplinary Action

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause. Cause shall include, but is not limited to poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime. The agency head shall ensure that all employees of the agency have reasonable access to the agency's personnel manual.

(B) If filed within fourteen (14) calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in the Career Service concerning a reduction in base pay, suspension, demotion, or dismissal may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. Written reprimands shall be subject to the grievance procedure in Article 6 but only through at Step 3.

(C) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when disciplined.

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

(E) An employee may request that an Association Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, demotion, or dismissal of the employee is being considered.

(F) An oral reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding twelve (12) months from the date of issuance, and a written reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding twenty-four (24) months for the date of issuance, and further provided that the oral or written reprimands were not for a major offense which could have resulted in the employee's dismissal.

Article 8 WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

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

(2) Layoff shall be by class or occupational level within the Special Agent unit.

(3) Any employee who does not have Career Service status may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in the affected class shall be laid off while an employee who does not hold permanent status is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet selective competition criteria.

(5) All employees who have permanent status in the affected class or level shall be ranked in a layoff list based on the total retention points derived as follows:

(a) Length-of-service retention points shall be based on one point for each month of continuous service in a Career Service position based on the five years immediately prior to the agency's established cutoff date for the determining layoff.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in services if such break is not in excess of 31 calendar days.

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break between services is more than 31 days. Only the time spent in Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted from the length of service points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.

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

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

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

complete.

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

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

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

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

(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff in lieu thereof, two weeks pay for a combination of days notice or pay, in lieu of the full fourteen calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request a reassignment within the competitive area in lieu of layoff to another position. Such request must be in writing.

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

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

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

SECTION 2 – Recall

(A) When a vacancy occurs or a new position is established, laid off employees shall be recalled in the following manner:

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

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

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

SECTION 3 – Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 – Job Security

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

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the Association of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, PROMOTION

It is the intent of the State and the Association that the minimum initial service obligation for Unit members shall be twenty-four (24) months. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request reassignment, transfer, or a change in duty station in accordance with the provisions of this Article; however, the State retains the right to determine the nature and location of work assignments based upon staffing needs.

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

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

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

SECTION 2 – Procedures and Exceptions

(A) An employee who has completed the twenty-four (24) month minimum service obligation in his initial job assignment may apply for a reassignment on a Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the county(ies) and/or duty station to which the employee would like to be reassigned.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested reassignment. The employee shall provide a copy of the Request to the Association at the time it is filed with the agency.

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

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

(F) If the employee with the greatest length of service in the class/occupational level is not selected for the vacant position, all employees who have greater length of service in the class/occupational level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where mutually agreed otherwise by the Association and the Agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the specific class/occupational level, county(ies), and/or duty station declined, for a period of twelve (12) months.

(H) The twenty-four (24) month service obligation for an initial appointment shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or his designee.

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

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

(B) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer or change in duty station at any time, of any employee, 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 an effort not to affect any involuntary reassignment, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, a member involuntarily transferred will be permitted ninety (90) days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Reassignments, transfers and changes in duty station shall not be utilized as disciplinary sanctions.

SECTION 4 – Notice

(A) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any reassignment and thirty (30) calendar days' notice prior to the agency affecting any transfer.

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

(C) When an Agency establishes a new position within a class/occupational level it shall notice all Agency bargaining Unit employees of the duties and responsibilities of the position and the qualifications for said position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

SECTION 5 – Promotion

The State and the Association agree that promotion of an FDLE member to Special Agent should be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing whatever additional training required by the Department prior to such appointment. The parties agree that the provisions of the Personnel Rules will be followed when making such appointments.

SECTION 6 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level shall attain permanent status in that classification or occupational level upon successful completion of

the designated probationary period. Such employee shall not lose permanent in such classification or occupational level by accepting a promotion to a higher classification or occupational level with the same agency and within the Career Service system.

(B) An employee who has obtained permanent status in a classification or occupational level who is promoted to a higher classification or occupational level that fails, to due to performance, to satisfactorily complete probation in the promotional classification or occupational level shall be demoted in the former classification or occupational level previously held by the employee in an available vacant position.

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

(2) Such a demotion shall not be grievable under Article 6 of this Agreement.

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

SECTION 7 – Relocation Allowance

An employee who is reassigned, or promoted, and who is required by agency policy to relocate his residence shall be granted time off with pay for two (2) work days for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 8 – Grievability

(A) An employee complaint concerning 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 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.

Article 10 GROOMING

The Parties agree that the agency shall have the right to set reasonable and professional grooming standards for its employees. The Agency and State agree to consult with the Association in the development of said grooming standards.

Article 11

CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's class specification.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the class specification to which his position is allocated, the employee may request that the Executive Director review the duties assigned to the employee's position. The Executive Director or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request in review by the Secretary of Management Services or his designee.

(D) The decision of the Secretary of Management Services or his designee as to the classification of the position shall be final and binding on all parties.

Article 12

PERSONNEL RECORDS

SECTION 1 – Personnel File

(A) There shall be only one official personnel file for each Unit employee, which shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or designee, which may be a contractor. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

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

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

(D) Where the Executive Director or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Privacy

The home addresses, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the places of employment of the spouses and children and the names and locations of schools attended by the children of said active or

former law enforcement personnel are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

SECTION 3 – Counseling Notes

(A) The State and the Association agree that a letter of counseling or counseling notice is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

(B) A letter of counseling or counseling notice will not be considered in determining progressive discipline provided the employee has not been counseled or disciplined for the same offense during the succeeding twelve (12) months, except it may be cited to demonstrate the employee had been previously noticed of the same performance or conduct deficiency.

Article 13 SAFETY

SECTION 1 – Vehicle Safety

Vehicles used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by Special Agent bargaining Unit employees, the State will guarantee that each bargaining Unit employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Safety Committee

Where the agency has a Safety Committee, the Association will name one bargaining Unit member to serve on such committee. Where such a committee has not been established, the State will consider establishment of one in each location having Special Agent Unit employees. Time spent in attendance and travel to such committee meetings shall be considered as time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

Article 14 PERFORMANCE REVIEW

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. All appraisals shall conform to the provisions of Section 110.224, Florida Statutes.

(B) The Parties agree that management is required to establish squad-level numerical arrest and other case-related goals in accordance with Legislative direction associated with performance-based budgeting. Such goals may be considered for the evaluation of individual

performance; however, the primary factor in such evaluation shall be the individual's performance of his assigned duties and responsibilities.

(C) The Parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however a performance appraisal may be contested if it serves, in whole or in part, as the basis for a disciplinary action.

(D) Any employee who has attained permanent status in his current class shall not be disciplined for poor performance unless the employee has been counseled about the poor performance, and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Bargaining Unit employees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

Article 15

SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification/occupational level; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 – Seniority Application

Except under extraordinary circumstances, vacations, and regular days off shall be scheduled with due regard for needs of the agency, seniority and bargaining Unit employee preference. The State and the Association understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 – Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16

EMPLOYMENT OUTSIDE STATE GOVERNMENT

SECTION 1 – Outside Employment – Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police

employment outside of State government, the employee shall notify the Executive Director, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the employing agency's procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

SECTION 2 – Outside Employment – Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with Chapter 60L-32, Florida Administrative Code and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's State employment or with the employing agency's procedures limiting such outside employment.

(B) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty police employment, provided the off-duty employment is within fifty (50) miles of the employee's city of assignment, and the official car directly facilitates the performance of the off-duty employment. Use of the official car which necessitates travel beyond fifty (50) miles of the employee's city of assignment will require prior written approval by either the employee's Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
- (2) It does not interfere with the employee's primary duties as a State law enforcement officer;
- (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
- (4) Such employment does not carry the employee outside the State of Florida; and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to 64 hours per week of on-duty and off-duty approved work. Employees may work in excess of 64 hours per week with the approval of the Regional Director.

(E) When required by the agency, bargaining Unit employees who are utilizing State

equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, and liability insurance.

SECTION 3 – Reimbursement of Costs

All mileage placed on a State automobile in off-duty police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

Article 17 DEPARTMENT VEHICLES

The agency may provide each unit employee with an unmarked vehicle for work use. Employees will reside within 35 miles of their assigned office.

An employee currently residing outside of the 35 mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 35 mile rule, unless the Agency grants the employee a waiver of the rule.

Article 18 LEAVE

The attendance and leave provisions as contained in Chapter 60L-34 of the Personnel Rules shall apply to all bargaining Unit employees, except as noted in this agreement.

Article 19 PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the Agency as being required by the employee to adequately perform the duties of his position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) The Agency has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Executive Director or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$300 (including any required examination)

Other Items - the Executive Director or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$600.

Article 21 ACTING RANKS

SECTION 1 – Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher classification than the employee's permanent classification, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a temporary special duty additive as provided in Chapter 60L-32, Florida Administrative Code. If an employee performs duties in a higher classification for twenty-two (22) consecutive workdays within any six (6) consecutive months, the employee shall be eligible for a Temporary Special Duty salary additive, as provided in Article 25 of this Agreement, effective the first day of performing such duties.

SECTION 2 – Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a higher classification shall be paid according to the same compensation method as permanent promotees under the Personnel Rules.

SECTION 3 – Return to Regular Rate

Employees being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends.

Article 22 JOB-CONNECTED DISABILITY

SECTION 1 – Section 440.15(11), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(11), Florida Statutes, may be carried in full-pay status.

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

SECTION 2 – Chapter 60L-34, Florida Administrative Code – Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Personnel Rules. The Executive Director or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or its designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 3 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under the Personnel Rules as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Executive Director or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) Where an employee is temporarily unable to perform his normal work duties, but is given a reasonable prognosis to return to full duty within the near future, the Executive Director or his designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(C) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Executive Director or his designee shall attempt to reasonably accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions.

(D) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

Article 23

WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

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

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

(C) The Association agrees to support those changes in Chapter 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 an agency has a plan approved in advance by the Department of Management Services, FLSA special compensatory leave credits shall be granted, administered and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of eighty (80) hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

SECTION 2 – Workday

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

(B) Where employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 3 – Sick Leave Pool and Sick Leave Transfer

Special Agent bargaining Unit employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 4 – Special Compensatory Leave

Special Agent bargaining Unit employees shall be required, with reasonable advance notice, to use special compensatory leave ~~before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits in accordance with the current agency policy and procedure. The use of special compensatory leave usage may be extended by the agency based upon operational needs or declared emergencies.~~

Article 24 ON CALL, CALL BACK and COURT APPEARANCES

SECTION 1 – Call-Back

A Unit employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

SECTION 2 – Court Appearances

If a Unit employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

SECTION 3 – On-Call

Based on the availability of funds, employees who are required to be on-call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available. Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

Article 25 WAGES

~~2012 Legislative Impasse Resolution~~

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2012-13~~2013-2014 General Appropriations Act: and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

3. Effective July 1, 2013 all employees serving on the Protective Operations Squad shall receive a temporary duty salary additive in the amount of five percent (5%) of the employee's base rate of pay.

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

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

In accordance with the authority provided in the Fiscal Year 2012-13 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the FDLE is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or

area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

Permanent Career Service employees may be given the option of receiving up to 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

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 – 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.

Article 26

EQUIPMENT AND SERVICE AWARDS

SECTION 1 – Accessories and Equipment

Accessories and equipment will include the following minimum requirements:

(A) A service weapon gun belt, holster and accessories as appropriate for the Unit employees.

(B) Spare ammunition, and an appropriate case.

(C) Where hand-held radios are provided, they will be suitable for law enforcement use.

(D) The agency shall provide bullet-proof vests to bargaining Unit employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

(F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current State of Florida contract specifications for unmarked law enforcement vehicles.

SECTION 2 – Clothing Allowance

Employees of this Unit shall receive a clothing allowance in the amount of ~~\$500.00~~ \$750.00 annually.

SECTION 3 – Award

When an employee retires under any provision of the State retirement system, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card

clearly marked "RETIRED" as provided in Section 112.193, Florida Statutes.

SECTION 4 – Award Program

The State agrees to promote a program of recognition awards for bargaining Unit employees which shall include:

(A) Upon promotion, a framed certificate certifying the promotion.

(B) Awards for bravery and outstanding service.

(C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing fifteen (15), twenty (20) and twenty-five (25) years of service.

(D) Upon normal retirement, an identification card and badge.

Article 27

INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation at no additional cost in co-payments or health insurance premiums to the employee.

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

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

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

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

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

Article 28

TRAVEL EXPENSES

SECTION 1 – Payment of Travel Vouchers

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

SECTION 2 – Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification

may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 – Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate of 44.5 cents per mile.

Article 29 DRUG TESTING

(A) The State and the Association agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

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

Article 30 NO STRIKE

SECTION 1 – No Strike Agreement

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

SECTION 2 – Penalty

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

***Article 31 ~~2012 Legislative Impasse Resolution~~ ~~VACANT RETIREMENT~~**

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 32
MANAGEMENT RIGHTS

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

Article 33
ENTIRE AGREEMENT

SECTION 1 – Agreement/Reopeners

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The State maintains the right to make changes to rules, policies or practices during the term of this Agreement unless such action will be in direct conflict with the terms and conditions of this Agreement.

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

SECTION 2 – Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

Article 34
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be

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

Article 35 DURATION

SECTION 1 – Term

This Agreement shall remain in full force and effect through the thirtieth day of June 20132014. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

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

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

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

APPENDIX A
SPECIAL AGENT UNIT DESCRIPTION
CBU CODE 10

Class Code	Class Title
8580	Special Agent Trainee
8581	Special Agent

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Status of Collective Bargaining as of February 4, 2013
Fiscal Year 2013 – 14 Successor Agreement Negotiations – All Articles Open for Negotiation
Articles at Impasse: 5, 6, 7, 8, 9, 14, 15, 18, 21, 23, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 5 – Employee Representation and Association Activities	State Proposal of 01-23-13: Status quo	Union Proposal of 11-19-12: New Section 10 – state shall provide reasonable notice to the PBA of amendments to existing policies that result in a change that relates to a mandatory subject of bargaining; where proposed changes affect the entire bargaining unit, the PBA and the state shall meet to bargain the proposed change.	
Article 6 – Grievance Procedure	State Proposal of 01-23-13: Section 1 – proposes a grievance form as Appendix B to the Agreement; definition of “days” pursuant to statute. Section 2 – strikes grievance procedure as optional remedy for actions that are appealable to the Public Employees Relations Commission. Section 3(A) – proposes filing of grievances by facsimile, electronic mail, mail, or personal delivery. Section 3(C) – provides for employee notice to agency of his intention to appeal a suspension.	Union Proposal of 11-19-12:	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>Section 3(D) – proposes 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 employee, the employee shall have the right to amend that part of his grievance.</p> <p>Section 3(E) – proposes the resolution of a grievance prior to its submission in writing to arbitration shall not establish a precedent binding on either party.</p> <p>Section 3(G)(1) – provides the option of initiating a grievance at the oral step or Step 1.</p>	<p>Section 3(D) – once 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 for good cause; in no event less than 7 days prior to an arbitration hearing. When an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, the employee shall have the right to amend that part of his grievance.</p> <p>Section 3(G) – provides for the filing of grievances and responses via hand-delivery, mail, including email, courier, or facsimile; establishes business hours and receipt of documents.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>Section 3(G)(5) – proposes optional mediation by written agreement of the parties after a grievance has been submitted to arbitration.</p> <p>Section 3(G)(6)(a) – proposes a request for arbitration form as Appendix C of the Agreement.</p> <p>Section 3(G)(6)(d) – proposes issues of arbitrability, including timeliness, be separated from substantive issues of grievance and be heard in an expedited hearing by another arbitrator; the party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration.</p> <p>Section 5 – proposes non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of the agreement.</p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 7 – Internal Investigations and Disciplinary Actions	<p>State Proposal of 01-23-13: Section 2(A) – proposes an employee who has attained permanent status in his current position may be disciplined only for cause.</p> <p>Section 2(B) – proposes letters of counseling and counseling notices are not discipline and are not grievable; such documentation may be used by the state at an administrative hearing involving the employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.</p> <p>Section 2(C) – proposes an agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension; the agency will consider the employee's preference of serving the suspension or having leave deducted; if leave deducted, the employee will continue to report for duty; the employee's personnel file</p>	Union Proposal of 11-19-12: Status quo	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 7 – Internal Investigations and Disciplinary Actions (continued)	<p>will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.</p> <p>Section 2(D) – proposes an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles, suspension, demotion, or dismissal to the Public Employees Relations Commission as exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure.</p> <p>Section 2(E) – proposes written reprimands be grievable only to Step 2 (agency head).</p>		<p>An employee currently has the option of appealing disciplinary actions referenced in Section 2 to the Public Employees Relations Commission (PERC), or grieving such actions utilizing the grievance procedure in Article 6. The state proposes PERC as the exclusive remedy for review of such actions. Benefits: the high cost of arbitrations vs. <u>PERC</u> at no cost to the agencies; scheduling difficulties with arbitrators vs. an expeditious hearing and decision from <u>PERC</u>; <u>experienced hearing officers</u> familiar with agency missions; <u>PERC</u> orders are <u>published</u> providing guidance to <u>agencies</u> when similar issues arise; and appeals to district courts.</p>
Article 8 – Workforce Reduction	State Proposal of 01-23-13: Section 1 – proposes clarifying language to reflect permanent status must be attained in the employee's current position.	Union Proposal of 11-19-12: Status quo	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion	<p>State Proposal of 01-23-13: Section 1 – definition of “broadband level”, “reassignment”, and “promotion” as defined in section 110.107, F.S.</p> <p>Section 6 – language to clarify probationary status upon an internal agency promotion, removal from promotional position at any time during probationary period, and status if demoted into the employee’s former position or a comparable position.</p>	Union Proposal of 11-19-12: Status quo	
Article 14 – Performance Review	State Proposal of 01-23-13: Proposes performance reviews be conducted in accordance with Rule 60L-35, F.A.C.; a performance appraisal that serves as the basis for a disciplinary action under the appeal provisions of Article 7 may be reviewed in such appeal.	Union Proposal of 11-19-12: Status quo	
Article 15 – Seniority	State Proposal of 01-23-13: Substance – status quo	Union Proposal of 11-19-12: Status quo	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Leave	State Proposal of 01-23-13: Status quo	Union Proposal of 11-19-12: Provides attendance and leave provisions as contained in Rule 60L-34 apply to all bargaining unit employees, except as noted in the Agreement.	
Article 21 – Acting Ranks	State Proposal of 01-23-13: Proposes title change to Compensation for Temporary Special Duty in Higher Level Position; clarifies that an employee is eligible for a temporary special duty additive when performing a major portion of duties of a higher broadband level position for more than 22 workdays within any 6 consecutive months.	Union Proposal of 11-19-12: Status quo	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 23 – Workday, Workweek and Overtime	<p>State Proposal of 01-23-13: Section 1(A) – proposes the work period for employees shall be 160 hours (current practice).</p> <p>Section 4 – <u>Proposes instances in which special compensatory leave credits are earned:</u></p> <p>(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.</p>	<p>Union Proposal of 11-19-12:</p> <p>Section 4 – with reasonable notice, employees shall be required to use special compensatory leave in accordance with current agency policy and procedure; use of special compensatory leave usage may be extended by the agency based upon operational needs or declared emergencies.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 23 – Workday, Workweek and Overtime (continued)	<p>Addresses special compensatory leave earned prior to July 1, 2013:</p> <p>(B) Special Compensatory Leave Earned Prior to July 1, 2013</p> <p>(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, 2013 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, 2013.</p> <p>(2) An employee may be required to reduce special compensatory leave credit balances.</p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 23 – Workday, Workweek and Overtime (continued)	<p>Addresses how <u>special compensatory leave earned on or after July 1, 2013</u> will be used or forfeited:</p> <p>(C) Special Compensatory Leave Earned On or After July 1, 2013</p> <p>(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2013, 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.</p> <p>(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2013, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.</p> <p>(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, 2013, to be used</p>		

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Special Agent Unit – State Personnel System
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Fiscal Year 2013 – 14 Successor Agreement Negotiations – All Articles Open for Negotiation
Articles at Impasse: 5, 6, 7, 8, 9, 14, 15, 18, 21, 23, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 23 – Workday, Workweek and Overtime (continued)	<p> 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, 2013. <u>Provides for substitution of special compensatory leave credits for requested leave:</u> (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. </p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 24 – On-Call, Call-Back, and Court Appearances	<p>State Proposal of 01-23-13:</p> <p>Section 2 – On-call assignment shall be as defined in Rule 60L-32, F.A.C.; Provides clarifying language for compensating an employee who has been instructed to be on-call, and is called back to the work location to perform assigned duties.</p>	<p>Union Proposal of 11-19-12:</p> <p>Status quo</p>	
Article 25 – Wages	<p>State Proposal of 01-30-13:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act; increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.</p> <p>Section 2 – Proposes Unemployment Rate Incentive as provided in the Governor's Budget Recommendations</p> <p>Section 3 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations</p>	<p>Union Proposal of 11-19-12:</p> <p>Pay in accordance with the Fiscal Year 2013-14 General Appropriations Act, and:</p> <p>6% base rate of pay increase for all unit employees effective July 1, 2013.</p> <p>3% internal pay adjustment increase effective October 1, 2013, for employees with 7 continuous years of service and a "meets standards" performance evaluation; should an employee reach the 7 years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay adjustment.</p>	<p>Cost estimate: \$1,022,727</p> <p>Cost estimate: \$272,870</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	<p>Section 4 – Proposes Temporary Special Duties Pay Additive for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed</p> <p>Section 5 – Proposes employees may be given the option of receiving up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S.</p> <p>Section 6 – Proposes each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.</p> <p>Section 7 – Proposes 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), F.S.</p>	5% temporary special duty additive for employees serving in the Protective Operations Squad effective July 1, 2013.	Cost estimate: \$30,496

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	Section 8 – Proposes that in the event the 2013 Legislature provides different funding or eligibility provisions for the above-reference pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, or any other relevant statutes.		
Article 26 – Equipment and Service Awards	State Proposal of 01-23-13: Status quo	Union Proposal of 11-19-12: Section 2 – increases clothing allowance from \$500 to \$750/annually.	Cost estimate: \$66,000
Article 27 – Insurance Benefits	State Proposal of 01-23-13: Status quo	Union Proposal of 11-19-12: Section 1 – 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 at no additional cost in co-payments or health insurance premiums to the employee.	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 31 – Vacant	State Proposal of 01-23-13: Status quo	Union Proposal of 11-19-12: Proposes Retirement article – hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.	

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant section 110.117, Florida Statutes ~~to the Rules of the State Personnel System.~~ If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - ~~Election of Remedy and~~ Representation

~~(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such the election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

~~(B)~~ (A) An employee who decides to use this Grievance Procedure shall indicate at Step 1 ~~(or the initial written step if authorized by the provisions of this Article)~~ whether ~~or not~~ he shall be represented by the PBA. When the employee has elected PBA representation, ~~both~~ the employee and the PBA Representative shall be notified of ~~any~~ Step 1 meetings. ~~Further, any~~ ~~Written~~ communication concerning the grievance or its resolution shall be sent to ~~both~~ the employee and the PBA representative, and ~~any~~ ~~the~~ decision ~~mutually~~ agreed to by the ~~Ss~~ate and the PBA shall be binding on the employee.

~~(C)~~ (B) If the employee is not represented by the PBA, ~~any~~ adjustment of the grievance shall be consistent with the terms of this ~~Collective Bargaining~~ Agreement. The PBA shall be given reasonable opportunity to be present at ~~any~~ meeting called for the resolution of ~~such~~ ~~the~~ grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to ~~the~~ ~~this~~ Agreement. The PBA shall not be bound by the decision of ~~any~~ grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article ~~should~~ ~~are to~~ be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) ~~Once~~ ~~After~~ a grievance is presented, no new violation or issue can be raised, ~~unless~~ the Parties ~~mutually~~ agree in writing to revise or amend the alleged violations or issues, ~~or upon a party's showing of or for good cause for the consideration of such new issue,~~ but in no event ~~less~~ ~~later~~ than seven (7) days ~~prior to any arbitration hearing~~ ~~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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, ~~such the~~ participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations ~~mutually~~ agreed to by the parties, except that, unless ~~mutually~~ agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

(1) Step 1.

(A) An employee having a grievance may within ~~fourteen (14)~~ days following ~~actual knowledge of the occurrence of the event giving rise to the grievance~~ submit a grievance at Step 1. ~~Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative.~~ In filing a grievance at Step 1, the employee or ~~his~~ designated representative shall submit to the Step 1 Management Representative a grievance form ~~as contained in Appendix B~~ setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without ~~just cause~~, and requests ~~to be made whole, as relief, at a minimum, reinstatement, full make whole relief.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) The Step 1 Management Representative or **his** designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within **fourteen (14)** days following receipt of the grievance form. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2.

(A) If the grievance is not resolved at Step 1, the employee or **his** designated representative may submit it to the Agency Head or **his** designated representative within **fourteen (14)** days **after following** receipt of the decision at Step 1.

(B) The Agency Head or **his** designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within **fourteen (14)** days following receipt of the written grievance. If the Agency Head fails to respond within the time limits, it shall be deemed a denial.

(3) Step 3 – Contract Language Disputes

(A) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 10, is not resolved at Step 2, the employee or PBA Grievance Representative may submit it to the 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 14 days following receipt of the decision at Step 2.

(B) The Department of Management Services shall meet with the employee and/or the PBA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the PBA within 14 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS after it has been submitted to arbitration but before a hearing is scheduled. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Step 3 (5) Arbitration

(A) ~~If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 14 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, and 2, and 3 (if applicable) together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.~~

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations ~~mutually~~ agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 twenty 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 (5) 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).

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(E) ~~(D)~~ The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Sstate, 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 his a decision not later than fourteen ~~(14)~~ days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

(b) Limiting or interfering in any way with the power, duties and responsibilities of the Sstate 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:

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

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

(c) The 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 **Ss**state and the PBA will evenly split the arbitrator's fee and expenses.

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

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The **Ss**state will make a good faith effort to timely communicate decisions at each step.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) in behalf of any employee without his written consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a government board or agency, or a court proceeding, brought by an employee or group of employees, or 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 fourteen ~~(14)~~ days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen ~~(14)~~ days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

(3) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances are may be amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any grievance. Requests for expedited arbitration shall be

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used ~~in instances of mutual~~ upon agreement ~~of the parties~~.

(B) Expedited Arbitration Rules:

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

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than ~~four (4)~~ six (6) hours in duration, with each party limited to ~~two (2)~~ three (3) hours, ~~with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary~~. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than ~~three (3)~~ three (3) pages) decision within ~~seven (7)~~ seven (7) days of the hearing. With the exception of the foregoing, all provisions of ~~S~~Section (3)(J)(5) of this procedure shall be applicable.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 7

INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the Sstate has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the Sstate reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Ssection 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the Sstate will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given ~~forty-eight~~ (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Ssection 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Ssection 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the PBA

Gene "Hal" Johnson
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Florida Police Benevolent Association

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(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an ~~an law enforcement officer~~ employee shall comply with the provisions of Florida Statutes, ~~S~~section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Rule 60L-34, Florida Administrative Code.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within ~~forty-five (45)~~ days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed ~~one hundred and twenty (120)~~ days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds ~~one hundred and twenty (120)~~ days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The ~~S~~State will make a good faith effort to train persons who investigate charges against ~~law enforcement~~ employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 8 WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When ~~bargaining Unit~~ employees are to be laid off, the ~~State~~ shall implement such layoff in the following manner:

(1) ~~For bargaining Unit employees,~~ ~~The~~ competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by occupational level within the Law Enforcement bargaining unit.

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

(4) No employee with permanent status in ~~the affected broadband level~~ his current position shall be laid off while an employee who does not hold permanent status in his current position is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in ~~the affected broadband level~~ their current position shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

For the State

Mike Mattimore
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For the PBA

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(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

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

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

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

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

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

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

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

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

(10) An employee who has permanent status in his current position Career Service status and who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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~~the full 14 calendar days notice,~~ Any payment will be made ~~to be paid~~ at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
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SECTION 2 - Recall

(A) For a period of ~~six (6)~~ calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to ~~Section~~ 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed ~~twelve (12)~~ calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement ~~as provided in Section 121.021, Florida Statutes,~~ for special risk members.

SECTION 4 - Job Security

(A) The ~~State~~ shall notify the PBA at least ~~thirty (30)~~ days in advance of a layoff involving positions within the bargaining unit. ~~Thirty (30)~~ days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the ~~thirty (30)~~ days bargaining period. The ~~union~~ PBA will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least ~~thirty (30)~~ days prior to ~~aeffecting~~ a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of ~~Unit~~

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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General Counsel
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Date

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employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that ~~bargaining Unit~~ employees are impacted by the changes, ~~under Chapter 447, Florida Statutes,~~ it will notify the PBA ~~of the changes pursuant to Chapter 447, Florida Statutes.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the PBA

Gene "Hal" Johnson
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Florida Police Benevolent Association

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Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who are have attained permanent status in the Career Service their current position shall have the opportunity to request and be selected for vacant positions in their current class within the respective agency in accordance with the provisions of this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

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

For the State

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(F) Promotion shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

(G) Demotion shall mean changing the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility shall mean the moving of an employee from a position in one occupational level to a different position in another class/occupational level having a lower maximum salary.

SECTION 2 – Reassignment, Transfer, Change in Duty Station

(A) An employee who is has attained permanent status in the Career Service System his current position may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such Requests shall indicate the county(ies) and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. 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 vacancy is filled by demotion, or where reassignment is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for

For the State

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Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

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

(F) If the employee with the greatest length of service in the **broadband occupational** level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of **twelve (12)** months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of **twelve (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 an agency, at its discretion, from affecting the involuntary reassignment, transfer or change in duty station of any 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, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than **three (3)**

For the State

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months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

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

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

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for ~~one (1)~~ work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 4 - Request to Take Promotional Test

The ~~Ss~~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 ~~such~~ appointments.

(A) If an agency has established a promotional test, an employee who ~~is has attained permanent status in the Career Service System~~ his current position may apply to take a 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

For the State

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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 occupational** 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 (2)** 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 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

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For the PBA

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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 **State** agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the **occupational 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 State agency within **five (5)** days after the date of the test.

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, occupation code 33-3051 occupational level**. 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

For the State

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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 his designee, one by mutual 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 clearly 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) 2(D) 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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational broadband level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, an agency shall have the discretion to fill a vacancy from only the highest five numerical scores of current agency or bargaining Unit employees contained on the agency's promotional list. Agencies shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending Request for Reassignment 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 vacancy in a manner meeting the agency's needs.

For the State

Mike Mattimore
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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

~~An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the employing agency or may, at the discretion of the agency in which the employee was previously employed when the employee successfully completed probation, be demoted to an available vacant position.~~

~~(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.~~

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

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

For the State

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

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

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

For the State

Mike Mattimore
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For the PBA

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Article 10 DISCIPLINARY ACTION

(A) An employee who has attained permanent status in his current position ~~the Career Service System~~ may be disciplined only for just cause.

(B) An employee who has not attained permanent status in his current position ~~the Career Service System~~ shall not have access to the grievance procedure in Article 6 when dismissed.

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) ~~Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.~~ Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline, and are not grievable; however such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(F) ~~Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.~~ The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. In making such determination, the agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If

For the State

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For the PBA

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there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(G) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. Such appeal process is the exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure.

(H) A written reprimand shall be subject to the grievance procedure in Article 6 if a grievance is filed by an employee with permanent status in his current position; the decision is final and binding at Step 2.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the PBA

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Article 14 PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

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

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.

(D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) The parties agree that the performance review evaluations of an employee shall are not be grievable subject to under Article 6 of this Agreement; however a performance evaluation may be considered in the review of an appeal of a suspension or dismissal under the provisions of Article 10(G). the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that each Agency's performance review system for bargaining Unit employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

For the State

Mike Mattimore
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(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

~~Bargaining Unit~~ Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their ~~Law Enforcement Unit~~ supervisor.

For the State

Mike Mattimore
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Article 15 SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in ~~the job classification; positions covered by this bargaining unit~~ provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any State Personnel System payroll for at least ~~thirty-one (31)~~ calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for ~~the~~ needs of the agency, seniority, and ~~bargaining Unit~~ employee preference. The ~~Ss~~ate and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, ~~requests for~~ leave of ~~forty (40)~~ contiguous hours or more, or for holidays ~~requested~~, shall be requested at least ~~sixty (60)~~ days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

For the State

Mike Mattimore
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Article 16
EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

(A) "Hireback": Off duty police employment administered by the Sstate.

(B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of policy authority. Work of this type provides no real or potential law enforcement services, and vested policy powers are not a condition of employment.

(C) "Off-Duty Police Employment": Secondary employment undertaken while in order than a duty status which entails actual or potential use of policy authority and requires police powers as a condition of employment.

SECTION 1 - Outside Employment - Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of Sstate government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of Sstate government, the employee shall notify his Agency Head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's Sstate employment, or with the employing agency's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event Whenever the Sstate determines that any outside employment conflicts with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and

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prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a Sstate law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of Sstate government shall secure the required approval in advance in accordance with the agency's policies and procedures the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that Ppermission shall not be withheld as long as such outside employment does not conflict with the employee's Sstate employment or with the employing agency's policies and procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval of outside employment will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination with fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event Aa request can be denied or an approval can be revoked whenever the outside employment State determines that a conflicts exists between with the employee's state employment or the agency's policies and procedures and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure. Disapprovals of a request for outside employment shall be grievable up through Step 2.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a Sstate law enforcement officer.

For the State

Mike Mattimore
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For the PBA

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(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from his agency whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

(1) Does not constitute a conflict of interest;

(2) Does not interfere with the employee's primary duties as a State law enforcement officer; and

(3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

SECTION 3- Reimbursement of Costs

Use of a State vessel or vehicle in off-duty police employment shall be paid for by the employee pursuant to the agency's current rate schedule or the agency's estimated cost of operating the vessel or vehicle, including all mileage on the vehicle at the mileage rate established in Section 112.061, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 18
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in **Chapter Rule** 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all **Bargaining Unit** employees. The **State** shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

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

(B) Where an employee works hours in excess of their regular schedule the State has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

(C) The work period for employees shall be 40 hours or an agency established extended work period.

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2)

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

workweek schedule; however, the ~~Ss~~state will make a good faith effort to reflect a one (1) month schedule.

(B) In the event of a declared emergency, the notice requirement of this Section may be voided ~~ed by the state~~.

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

SECTION 4 – Overtime

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

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

(C) The PBA agrees to support ~~those~~ changes in ~~Chapter Rule~~ 60L-34, Florida Administrative Code that may be required in order for the ~~Ss~~state to be in compliance with the Fair Labor Standards Act as it is applied to public employees, ~~which the State agrees to comply with.~~

SECTION 5 – FLSA ~~Special~~ Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA ~~special~~ compensatory leave." If such election is made, the overtime hours will be credited as

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

“FLSA **special** compensatory leave” credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of “FLSA **special** compensatory leave” credits which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA **special** compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s **straight-time** regular hourly rate in accordance with **Chapter Rule** 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA **special** compensatory leave” in accordance with the above.

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

(1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

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

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in **Chapter Rule** 60L-34, Florida Administrative Code, and **Article 18, Section 6(A) of the Agreement**.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 6 – Special Compensatory Leave

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

~~(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, 2013~~

~~(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, 2013 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, 2013.~~

~~(2) An employee may be required to reduce special compensatory leave credit balances.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(C) Special Compensatory Leave Earned On or After July 1, 2013

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2013, 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, 2013, 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, 2013, 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, 2013.

(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.

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 8 – Section 440.15(112), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(112), Florida Statutes, may be carried in full-pay status.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

SECTION 9 – Chapter Rule 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter Rule 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter Rule 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 21
ACTING RANKS

**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER
LEVEL POSITION**

SECTION 1 – Eligibility

Each time an employee is officially designated in writing by the appropriate employee's immediate supervisor to act in an established position in a higher broadband level than the employee's permanent current broadband level, and actually performs said a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of more than twenty two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a temporary special duty additive in accordance with Rule 60L-32, Florida Administrative Code. promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees promoted employees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules 60L-32, Florida Administrative Code of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter Rule 60L-32, Florida Administrative Code, shall be submitted by the agency for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

When A an law enforcement employee who has been placed on-call is called out back to the work at a time not contiguous with the employee's scheduled hours of work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 - Court Appearances

If an **law enforcement** employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 25 WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 4 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 5– 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 6 – Performance Pay

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

SECTION 7 – 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 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 26
UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All ~~Law Enforcement Bargaining Unit~~ employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The ~~State~~ shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

(A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.

(B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.

(C) Spare ammunition, and an appropriate case.

(D) Where hand-held radios are provided, they will be suitable for law enforcement use.

(E) Each agency that provides bullet proof vests to ~~Law Enforcement bargaining Unit~~ employees will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(F) Each agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 3 - Uniform and Clothing Maintenance Allowance

The Sstate will provide Unit employees who are furnished and required by the Sstate to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$500.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 27
INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

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

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

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

(B) Education benefits will be as provided in **S**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 **S**section 110.123, Florida Statutes.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 31
VACANT

STATE PERSONNEL SYSTEM RULES

~~All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date



Received by DMS
11-19-12

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

July 1, 2013 through June 30, 2016

LAW ENFORCEMENT BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. **[Changes to the current agreement are found at Articles 9, 14, 18, 22, 25, 27, 33 and 35.]**



***AGREEMENT**

THE STATE OF FLORIDA

and

**THE FLORIDA POLICE
BENEVOLENT ASSOCIATION**

Law Enforcement Bargaining Unit

December 27, 2010 through June 30, 2013

**Incorporates FY 2011 – 2012 approved reopener revisions
to Articles 3, 16, 18, 25 and 27**

and

**FY 2012-2013 reopener revisions
to Articles 5 and 25
pursuant to 2012 legislative impasse resolution**

***TO BE CHANGED ONCE AGREEMENT ON
DURATION AND OTHER ARTICLES IS
REACHED**

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, (hereinafter called the "PBA") representing the employees in the Law Enforcement Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

(A) The State hereby recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Law Enforcement Bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1281 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3 VACANT

Article 4
NO DISCRIMINATION

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

(A) The State and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The PBA shall have the right to consult on issues of discrimination or sexual harassment with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

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

SECTION 2 - Non-Discrimination Policy - PBA Membership

Neither the State nor the PBA shall interfere with the right of law enforcement employees covered by this Agreement to become or refrain from becoming members of the PBA, and neither the State nor the PBA shall discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the first year of the initial collective bargaining agreement that the PBA may contact each law enforcement agency for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency's current affirmative action program and efforts to comply with the Americans with Disabilities Act.

Article 5 ~~2012 Legislative Impasse Resolution~~
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Definitions

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

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

SECTION 2 - Representation

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of employees authorized as Grievance Representatives. The State will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at meetings concerning the grievance.

SECTION 3 - Representative Access

The State agrees that recognized representatives of the PBA shall have access to the premises of the State which are available to the public. If an area of the State's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 - Documents

(A) The State shall provide the PBA with the following:

(1) When agencies send out information which affects an employee's terms and conditions of employment covered by this Agreement or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) Each agency shall furnish the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If an agency publishes and timely maintains on the agency's website the documents referenced in this Section for use by employees, the documents on the agency's website shall serve as the copies furnished to the PBA. This does not relieve the affected agency of the duty to notify the PBA as changes and updates occur.

(B) The State shall provide each employee with the following:

- (1) Access to a copy of the Rules of the State Personnel System; and
- (2) Access to a copy of department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

SECTION 5 - Consultation

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the Agency and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the Agency. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

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

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the State agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) Agencies shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 7 - Occupational Profiles and Rules Maintained

The State will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

SECTION 8 - Negotiations

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

(B) The PBA may designate up to eight (8) employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiation sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at the meeting. Administrative leave for travel time to the preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for a day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per agency shall attend a single day session.

SECTION 9 – Changes To Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with an agency on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit, and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 10 – Academy Access

Where the agency operates its own Academy and conducts entry-level law enforcement training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level law enforcement class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement and to describe the organization and benefits. The presentation will not last longer than thirty (30) minutes, unless a longer period is agreed to by the PBA and the agency, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the academy, and the agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction.

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Rules of the State Personnel System. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the PBA representative, and any decision mutually agreed to by the State and the PBA shall be binding on the employee.

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

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

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(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

(A) If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance 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. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as

such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

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

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

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

(c) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the PBA will evenly split the arbitrator's fee and expenses.

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

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

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

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

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a

grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the PBA.

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

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

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

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

(B) Expedited Arbitration Rules:

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

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) hours in duration, with each party limited to two (2) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall be no post-hearing briefs, although either party may submit written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

Article 7
INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty-eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of a law enforcement officer shall comply with the provisions of Florida Statutes, Section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned

to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within forty-five (45) days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The State will make a good faith effort to train persons who investigate charges against law enforcement employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

Article 8 WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by occupational level within the Law Enforcement bargaining unit.

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

(4) No employee with permanent status in the affected broadband level shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

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(5) All employees who have permanent status in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

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

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

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

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

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

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

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

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

(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

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

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

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

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

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

SECTION 2 - Recall

(A) For a period of six (6) calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the PBA of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class within the respective agency in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one occupational level to a different position in the same occupational level with the

same essential knowledge, skills and abilities, regardless of the location of the position.

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

(F) "Promotion" shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

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

SECTION 2 – Reassignment, Transfer, Change in Duty Station

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

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. 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 vacancy is filled by demotion, ~~or where reassignment is not in the best interests of the agency,~~ the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) ~~Provided the reassignment is in the best interest of the agency, the~~ hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. unless the employee has been formally disciplined, received a "below standards" performance evaluation or placed on performance improvement plan within the past calendar year. ~~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 occupational level will be placed in the vacant position.~~

(F) If the employee with the greatest length of service in the occupational level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (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 an agency, at its discretion, from affecting the involuntary reassignment, transfer or change in duty station of any 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, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any shift change or reassignment and thirty (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, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 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 such appointments.

(A) If an agency has established a promotional test, an employee who has attained permanent status in the Career Service System may apply to take a 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 occupational 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 (2) 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 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.

SECTION 5 - Test Standards and Criteria

(A) The respective State agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the occupational 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 State agency within five (5) days after the date of the test.

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 occupational level. 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 his designee, one by mutual 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 clearly 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 2(D) 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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, an agency shall have the discretion to fill a vacancy from only the highest five numerical scores of current agency or bargaining Unit employees contained on the agency's promotional list. Agencies shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending Request for Reassignment 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 vacancy 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

An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the employing agency or may, at the discretion of the agency in which the employee was previously employed when the employee successfully completed probation, be demoted to an available vacant position.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

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

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

Article 10 DISCIPLINARY ACTION

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause.

(B) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when dismissed.

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.

Article 11 CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's position description.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included within the broadband level to which the position is allocated, the employee may request that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee.

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

Article 12 PERSONNEL RECORDS

SECTION 1 - Personnel File

(A) There shall be only one official personnel file for each law enforcement employee, which file shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or his designee in accordance with applicable law. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

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

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

(D) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five (5) years after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 - Privacy

The State and its agencies recognize the fact that Law Enforcement bargaining Unit employees' home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of bargaining Unit members are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

Article 13
SAFETY

SECTION 1 - Vehicle and Vessel Safety

Vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 - Firearms Safety

In order to promote safety in the use of firearms by Law Enforcement Bargaining Unit employees, the State will guarantee that each bargaining Unit employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 - Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the State and/or appropriate agencies with regard to:

(A) That all vehicles shall incorporate standard "police packages", power windows, rear window defoggers, and heated rearview mirrors;

(B) That all 4X4 vehicles be equipped with roll bars;

(C) That all vehicles and vessels shall have a locking gun rack.

(D) Crash barriers for inspection booths;

(E) Use of radios by uniformed personnel not assigned marked vehicles; and

(F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety; training; and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14
PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

- (A) Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.
- (B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.
- (C) Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.
- (D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.
- (E) The performance review of an employee shall not be subject to the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that each Agency's performance review system for bargaining Unit employees shall adhere to the following standards.

- (A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.
- (B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

Bargaining Unit employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their Law Enforcement Unit supervisor.

Article 15
SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for needs of the agency, seniority, and bargaining Unit employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

- (A) "Hireback": Off duty police employment administered by the State.
- (B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of policy authority. Work of this type provides no real or potential law enforcement services, and vested policy powers are not a condition of employment.
- (C) "Off-Duty Police Employment": Secondary employment undertaken while in order than a duty status which entails actual or potential use of policy authority and requires police powers as a condition of employment.

SECTION 1 - Outside Employment - Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of State government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the employing agency's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event whenever the State determines that any outside employment conflicts

with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that permission shall not be withheld as long as such outside employment does not conflict with the employee's State employment or with the employing agency's procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event a request can be denied or an approval can be revoked whenever the State determines that a conflict exists between the employee's state employment and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from his agency whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

(1) Does not constitute a conflict of interest;

(2) Does not interfere with the employee's primary duties as a State law enforcement officer; and

(3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

SECTION 3- Reimbursement of Costs

Use of a State vessel or vehicle in off-duty police employment shall be paid for by the employee pursuant to the agency's current rate schedule or the agency's estimated cost of operating the vessel or vehicle, including all mileage on the vehicle at the mileage rate established in Section 112.061, Florida Statutes.

Article 17 GROOMING STANDARDS

SECTION 1 - Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 - Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 - Permitted Variations

Variations in the grooming standards described in this Article may be permitted by an agency when it deems that such variations are required by an employee's current work assignment.

Article 18
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all Bargaining Unit employees. The State shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday

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

(B) Where an employee works hours in excess of their regular schedule the State has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

SECTION 2 – Non-Required Work Time

Law Enforcement Bargaining Unit employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or its agencies, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

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

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

SECTION 4 – Overtime

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

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds

are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

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

SECTION 5 – FLSA Special Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special compensatory leave" credits which may be taken in any increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

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

- (1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave TO BE DISCUSSED

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Law Enforcement bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – Chapter 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided,

however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Department of Management Services shall be final and binding on all parties.

Article 19

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the Agency as being required by the employee to adequately perform the duties of his/her position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his or her watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) the Agency has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) the employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Agency head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - the Agency head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500.

Article 20 TRAINING AND EDUCATION

SECTION 1 - Law Enforcement Supervisors' Training

The State and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The State will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills and managerial techniques.

SECTION 2 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

Article 21 ACTING RANKS

SECTION 1 - Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher broadband level than the employee's permanent broadband level, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

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

***Article 22** **VACANT RETIREMENT**

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 23 **EQUIPMENT**

SECTION 1 - NEW VEHICLES

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current State of Florida contract specifications for pursuit vehicles.

SECTION 2 - HIGH VISIBILITY LIGHTS

Each agency shall utilize high visibility lights as dictated by agency needs.

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

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter 60L-32, Florida Administrative Code, shall be submitted by the agency for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

A law enforcement employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 5 - Court Appearances

If a law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

Article 25 ~~2012 Legislative Impasse Resolution~~ WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2012-2013~~2013-2014 General Appropriations Act, and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

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

SECTION 2 –Pay Provisions

Based on an agency's determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) When an agency grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If an agency determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

1. Outstanding Job Performance Rating- up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;
7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

An Agency may assign one of the following job duties to an employee. If an Agency grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;

4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If an Agency elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

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

In accordance with the authority provided in the Fiscal Year 2012-2013 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

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

SECTION 6 – Savings Sharing Program

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

Article 26 UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All Law Enforcement Bargaining Unit employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The State shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

- (A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.
- (B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.
- (C) Spare ammunition, and an appropriate case.
- (D) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (E) Each agency that provides bullet proof vests to Law Enforcement bargaining Unit employees will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (F) Each agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 - Uniform and Clothing Maintenance Allowance

The State will provide Unit employees who are furnished and required by the State to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of ~~\$500.00~~ \$750.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27 INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation at no additional costs in co-payments or health insurance premiums to the employee.

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.

Article 28 TRAVEL EXPENSES

SECTION 1 - Payment of Travel Vouchers

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

SECTION 2 - Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 - Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided in Section 112.061(7)(d)1., Florida Statutes.

Article 29 DRUG TESTING

(A) The State and the PBA agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act .

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the

grievability of disciplinary actions in Article 10. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

Article 30 NO STRIKE

SECTION 1 - No Strike Agreement

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

SECTION 2 - Penalty

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

Article 31 STATE PERSONNEL SYSTEM RULES

All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

Article 32 MANAGEMENT RIGHTS

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

**Article 33
ENTIRE AGREEMENT**

SECTION 1 - Agreement/Reopeners

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

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

The State and the PBA agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations for Fiscal Year ~~2011-2012~~2014-2015.

The State and the PBA further agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations during the second year of this Agreement for Fiscal Year ~~2012-2013~~2015-2016.

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

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

**Article 34
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation

which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 35 DURATION

SECTION 1 - Term

This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June ~~2013~~2016. Either party may reopen up to four (4) Articles per contract year. Either party may reopen these Articles by providing written notice within the thirty (30) days prior to September 1 of the contract year. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

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

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301 and if by the PBA shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, 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 or a State agency head during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this

Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Article 36 AWARDS

A. MEDAL OF VALOR

The State may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at Section 112.194 Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

B. RETIREMENT AWARDS

1. Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the badge worn by him or her, the employee's service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" shall be as provided in Section 112.193, Florida Statutes.

2. The State may grant awards, certificates and other recognition pursuant to Florida Statutes, Section 110.1245(3) to retiring employees whose service to the State has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

C. RECOGNITION AWARDS

The State may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the State in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

APPENDIX A
LAW ENFORCEMENT UNIT - CBU Code 06

Class Code	Class Title
5497	Youth Custody Officer
8515	Law Enforcement Officer
8517	Law Enforcement Corporal
8519	Law Enforcement Sergeant
8528	Law Enforcement Wildlife Inspector
8532	Law Enforcement Airplane Pilot I
8534	Law Enforcement Airplane Pilot II
8540	Law Enforcement Investigator I
8541	Law Enforcement Investigator II

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

Police Benevolent Association (PBA) - Law Enforcement Unit CBU 06 Economic Proposals Fiscal Year 2013-2014		
Union/Issue	Estimated Cost	Comments
Article 25(1)(A)(1): Effective July 1, 2013, 6% Competitive Pay Adjustment	\$3,681,570	Costs calculated with a 6% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS. Costing prepared by OPB.
Article 25(1)(A)(2): Effective October 1, 2013, all bargaining unit employees with seven (7) continuous years of service will receive a 3 percent (3%) experience adjustment to their base rate of pay. Should an employee reach the 7 years of level subsequent to October 1, 2013, they shall receive the same adjustment	\$674,115	Calculation is based on current active employees and excludes vacancies and those not yet having 7 years (\$625,946) and those completing their 7th year between Oct 1 and June 30, 2014 (\$48,169). People First was the source of data for calculation- annualized for 9 months (a full year would cost \$834,594). Assumes all employees have a "meet standards" performance evaluation.
Article 26(2): Increases the clothing allowance from \$500 to \$750 annually.	\$328,250	Costing prepared by OPB using all members in the unit including vacant positions (1,313 FTE) at \$250 each.
Article 27(1): Propose that the State agrees to administer the State Employee Group Health Self-Insurance Plan at no additional costs in co-payments or health insurance premiums to the employee.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2013-2014 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2013-2014. State employee wage and benefit recommendations will be presented at a later date.
Article 18(6): Modifies special comp leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special comp may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special comp in lieu of annual leave if conversion of annual leave into sick leave is anticipated.	Indeterminate but significant	To be Discussed
Article 22: Retirement- hold open pending decision of the Florida Supreme Court.	Indeterminate but significant	To be Discussed

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 4, 2013
Fiscal Year 2013 – 14 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 6 – Grievance Procedure	<p>State's 01-23-13 Proposal:</p> <p>Proposes a grievance form for Appendix B and a request for arbitration form for Appendix C of Agreement,</p> <p>if a contract language grievance is not resolved at Step 2 of Grievance Procedure the employee may submit the grievance to the Department of Management Services, Step 3, for review,</p> <p>the parties may by written agreement submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled, and</p> <p>Parties may, by written agreement, submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled; expedited arbitration hearing be conducted where there is a threshold issue regarding arbitrability (such as timeliness); another arbitrator will hear substantive issues.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	<p>State's proposal ensures DMS' Step 3 review of contract language grievances, consistent with other agreements. If the grievance is not resolved at Step 3, the union may request arbitration.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 7 – Internal Investigations	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that when employee is placed on administrative leave with pay, such leave shall be in accordance with State Personnel System Rule 60L-34, F.A.C.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	
Article 8 – Workforce Reduction	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that layoff rights pertain to employees with permanent status in their current position.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	<p>State's proposal comports with State Personnel System Rule 60L-33, F.A.C.</p>
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that employees who are permanent in their current position shall have opportunity to request and be selected for vacant positions.</p> <p>Clarifies definition of reassignment, transfer, promotion, and demotion.</p>	<p>Union's 11-19-12 Proposal:</p>	<p>State's proposed definitions comport with definitions in section 110.107, F.S.</p>

At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

State's proposal comports with section 110.217, F.S.

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At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion (continued)	Clarifies that a probationary employee serving in an internal agency promotional position can be removed from the promotional position at any time, if removed from the position the employee is to be placed in his former position or comparable position, if vacant, with permanent status provided the employee held permanent status in the agency in the lower level position.		
Article 10 – Disciplinary Action	<p>State's 01-23-13 Proposal:</p> <p>Section (A):</p> <p>Clarifies that employees with permanent status in their current position may be disciplined for cause.</p> <p>Section (B):</p> <p>Clarifies that employees who are not permanent in their current position shall not have access to the grievance procedure in Article 6.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	State's proposal comports with section 110.227, F.S.

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At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 10 – Disciplinary Action (continued)	<p>Section (C): Status Quo.</p> <p>Section (D): Status Quo.</p> <p>Section (E): Clarifies that letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns and are not discipline and are not grievable; they may be used at administrative hearings to demonstrate that an employee was on notice for performance deficiencies or conduct concerns.</p> <p>Section (F): Proposes that the agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's special compensatory leave balance in lieu of serving a suspension. The agency will take into consideration the employee's preference. Annual leave may be deducted if the employee does not have sufficient special compensatory leave. Employee's personnel file will reflect a disciplinary suspension regardless of whether employee serves the suspension or has leave deducted.</p>		State's proposal gives DHMV opportunity to reduce employees' special compensatory leave balances to reduce the state's financial liability.

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At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 10 – Disciplinary Action (continued)	<p>New Section (G): Proposes that employees with permanent status in their current position may file an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission pursuant to section 110.227(5) and (6), F.S., and that the PERC appeal process shall be the exclusive remedy for review of such personnel actions.</p> <p>New Section (H): Written reprimands shall be subject to grievance procedure in Article 6 if filed by an employee with permanent status in his current position.</p>		<p>PERC appeal process ensures expedient resolution of grievances and is free compared to 4 step grievance process, which includes arbitrator fees and expenses, and may take a year of state's time and expense to resolve.</p> <p>PERC's published rulings are educational tools for State Personnel System Human Resource staff.</p> <p>The union currently uses PERC appeal process.</p>

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At Impasse: Articles 6, 7, 8, 9, 10, 14, 15, 16, 18, 21, 22, 24, 25, 26, 27, and 31

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 14 – Performance Review	<p>State's 01-23-13 Proposal:</p> <p>Status Quo.</p> <p>Clarifies that employees performance be reviewed in accordance with State Personnel System Rule 60L-35, F.A.C.</p> <p>Clarifies that performance evaluations are not grievable under Article 6 and may be considered in the review of an appeal of a suspension or dismissal under the provisions of the proposed Article 10(G).</p>	<p>Union's 11-19-12 Proposal:</p> <p>Section 1(C): Numerical arrests, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.</p>	
Article 15 - Seniority	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that seniority shall be defined as continuous service in positions covered by the agreement.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 16 – Employment Outside State Government	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that employees wanting to perform outside police employment shall secure approval in advance in accordance with their agency's policies and procedures.</p> <p>Clarifies that a request for outside police employment can be revoked when the outside employment conflicts with employee's state employment or the agency's policies and procedures.</p> <p>Proposes that disapprovals of requests for outside police employment be grievable up through Step 2.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	
Article 18 – Hours of Work, Leave and Job-Connected Disability	<p>State's 01-23-13 Proposal:</p> <p>Section 6, Special Compensatory Leave:</p> <p>Proposes instances in which special compensatory leave credits are earned:</p> <p><u>(A) Earning of Special Compensatory Leave Credits. Special compensatory leave</u></p>	<p>Union's 11-19-13 Proposal:</p> <p>Strikes Section 6 with note "to be discussed".</p>	<p>State's proposal to reduce employee special compensatory leave balances to reduce state's financial liability is consistent with the state's special compensatory leave provisions in the AFSCME Master</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
<p>Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)</p>	<p>credits may be earned only in the following instances:</p> <p>(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.</p> <p>(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.</p> <p>Addresses special compensatory leave earned prior to July 1, 2013:</p> <p>(B) Special Compensatory Leave Earned Prior to July 1, 2013</p> <p>(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</p>		<p>Contract, the Professional Health Care Unit and Security Services Unit FY 2012-2013 agreements.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p><u>July 1, 2013 in excess of that amount.</u> <u>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, 2013.</u> <u>(2) An employee may be required to reduce special compensatory leave credit balances.</u></p> <p>Addresses how special compensatory leave earned on or after July 1, 2013 will be used or forfeited:</p> <p><u>(C) Special Compensatory Leave Earned On or After July 1, 2013</u> <u>(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2013, 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.</u> <u>(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2013, which are not used within 120 calendar days from the</u></p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p>end of the work period in which the leave is credited shall be forfeited.</p> <p>(3) <u>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, 2013, 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.</u></p> <p>(4) <u>No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2013.</u></p> <p>Provides for substitution of special compensatory leave credits for requested leave:</p> <p>(D) <u>Unless otherwise prohibited by law or rule, all requests for use of approved</u></p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	<u>leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.</u>		
Article 21 – Acting Ranks	<p>State's 01-23-13 Proposal:</p> <p>Proposes new title: Compensation for Temporary Special Duty in Higher Level Position.</p> <p>Clarifies that to be eligible for a temporary special duty additive for performing the duties of a higher level position, the employee must perform a major portion of the duties of that position, and that the method of compensation be pursuant to the Rules of the State Personnel System.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 22 - Vacant	<p>State's 01-23-13 Proposal:</p> <p>Status Quo.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Retitled – Retirement.</p> <p>Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et. al. v. George Williams, et. al., Case No. SC12-520.</p>	
Article 24 – On-Call Assignment – Call-Back – Court Appearance	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that on-call assignment is defined in Rule 60L-32, Florida Administrative Code and clarifies definition of “call-back”.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	
Article 25 – Wages	<p>State's 01-30-13 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2013-14 General Appropriations Act.</p> <p>Provides for other pay provisions:</p> <p>Unemployment Rate Incentive: Provides for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus</p>	<p>Union's 11-19-12 Proposal:</p> <p>6% increase for all employees effective July 1, 2013.</p> <p>3% internal pay adjustment increase effective October 1, 2013, for employees with 7 continuous years of service and a “meets standards” performance evaluation.</p>	<p>Estimated cost of union's proposals:</p> <p>\$3,681,570</p> <p>\$674,115</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	<p>applicable taxes, based on the eligibility requirements in Section 8 of FY 2013-2014 Governor's Budget Recommendations, to be paid no later than August 30, 2013, subject to funding in FY 2013-2014 General Appropriations Act.</p> <p>Variable Compensation Award: Provides for a discretionary, one-time compensation award of \$5,000 to eligible employees achieving Outstanding job performance and \$2,500 to employees for achieving Commendable job performance based on eligibility requirements in Section 8 of Governor's FY 2013-2014 Budget Recommendations.</p> <p>Proposes a temporary special duties additive during deployment to a facility or area closed due to an emergency, and provides for a cash payout of annual leave subject to and in accordance with section 110.219(7), F.S., performance pay, and Savings Sharing Program.</p>	<p>If an employee reaches the 7 years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay adjustment.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 26 – Uniforms and Accessories	State's 01-23-13 Proposal: Status Quo.	Union's 11-19-12 Proposal: Section 3: Increases employees' annual uniform maintenance allowance from \$500.00 to \$750.00.	Estimated cost of union's proposals: \$328,250
Article 27 – Insurance Benefits	State's 01-23-13 Proposal: Status Quo.	Union's 11-19-12 Proposal: Maintains the status quo language with the additional provision, <u>at no additional costs in co-payments or health insurance premiums to the employee.</u>	
Article 31 – State Personnel System Rules	State's 01-23-13 Proposal: Proposes to vacate the Article.	Union's 11-19-12 Proposal: Status Quo.	

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes ~~the Rules of the State Personnel System~~. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - ~~Election of Remedy and~~ Representation

~~(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

~~(B)~~ (A) An employee who decides to use this Grievance Procedure shall indicate at Step 1 ~~(or the initial written step if authorized by the provisions of this Article)~~ whether ~~or not~~ he shall be represented by the PBA. When the employee has elected PBA representation, ~~both~~ the employee and the PBA Representative shall be notified of any Step 1 meeting. ~~Further, any~~ ~~Written~~ communication concerning the grievance or its resolution shall be sent to ~~both~~ the employee and the PBA representative, and ~~any the~~ decision ~~mutually~~ agreed to by the ~~Ss~~ate and the PBA shall be binding on the employee.

~~(C)~~ (B) If the employee is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this ~~Collective Bargaining~~ Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of ~~such the~~ grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to ~~the this~~ Agreement. The PBA shall not be bound by the decision of ~~any~~ grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article ~~should~~ ~~are to~~ be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) ~~Once~~ ~~After~~ a grievance is presented, no new violation or issue can be raised, ~~unless~~ the Parties ~~mutually~~ agree in writing to revise or amend the alleged violations or issues, ~~or upon~~ ~~a party's showing of or for good cause for the consideration of such new issue,~~ but in no event ~~less later than seven (7) days prior to any arbitration hearing~~ ~~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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, ~~such the~~ participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations ~~mutually~~ agreed to by the parties, except that, unless ~~mutually~~ agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

(1) Step 1.

(A) An employee having a grievance may within ~~fourteen (14)~~ days following ~~actual knowledge of the occurrence of~~ the event giving rise to the grievance submit a grievance at Step 1. ~~Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative.~~ In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form ~~as contained in Appendix B~~ setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without ~~just~~ cause, and requests ~~to be made whole, as relief, at a minimum, reinstatement, full and make whole relief.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) The Step 1 Management Representative or **his** designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within **fourteen (14)** days following receipt of the grievance form. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2.

(A) If the grievance is not resolved at Step 1, the employee or **his** designated representative may submit it to the Agency Head or **his** designated representative within **fourteen (14)** days **after following** receipt of the decision at Step 1.

(B) The Agency Head or **his** designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within **fourteen (14)** days following receipt of the written grievance. If the Agency Head fails to respond within the time limits, it shall be deemed a denial.

(3) Step 3 – Contract Language Disputes

(A) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 10, is not resolved at Step 2, the employee or PBA Grievance Representative may submit it to the 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 14 days following receipt of the decision at Step 2.

(B) The Department of Management Services shall meet with the employee and/or the PBA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the PBA within 14 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before a hearing is scheduled. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Step 3. (5) Arbitration

(A) ~~If grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 14 days after following receipt of the decision at Step 3.~~ If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The ~~grievance~~ appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, ~~and 2, and 3 (if applicable)~~ together with all written responses and documents in support of the grievance. ~~The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.~~

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(C) The parties may, by ~~mutual~~ agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations ~~mutually~~ agreed to by the parties; however, unless ~~mutually~~ agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 twenty 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 (5) 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).

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

(1) The arbitrator shall issue ~~his a~~ decision not later than ~~fourteen (14)~~ days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

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

(c) The 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 ~~Ss~~state and the PBA will evenly split the arbitrator's fee and expenses.

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

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The ~~Ss~~state will make a good faith effort to timely communicate decisions at each step.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 - 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 written consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a government board or agency, or a court proceeding, brought by an employee or group of employees, or 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 fourteen ~~(14)~~ days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within fourteen ~~(14)~~ days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

(3) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

SECTION 6 – Expedited Arbitration

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) Expedited Arbitration Rules:

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

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than ~~four (4)~~ **six (6)** hours in duration, with each party limited to ~~two (2)~~ **three (3)** hours, ~~with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary.~~ There shall be no post-hearing briefs, although either party may submit **a** written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than **three (3)** pages) decision within ~~seven (7)~~ **seven (7)** days of the hearing. With the exception of the foregoing, all provisions of ~~S~~**s**ection (3)(J)(5) of this procedure shall be applicable.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 7
INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the Sstate has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the Sstate reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Ssection 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the Sstate will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Ssection 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request, and be granted, additional time unless the request is made for the purposes of delay. Pursuant to Ssection 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an ~~Florida Highway Patrol officer~~ employee shall comply with the provisions of Florida Statutes, ~~S~~section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay. Such leave shall be in accordance with Rule 60L-34, Florida Administrative Code.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within ~~forty-five (45)~~ days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed ~~one hundred and twenty (120)~~ days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds ~~one hundred and twenty (120)~~ days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The ~~S~~state will make a good faith effort to train persons who investigate charges against ~~Florida Highway Patrol~~ employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 8 WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When ~~bargaining Unit~~ employees are to be laid off, the ~~State~~ shall implement such layoff in the following manner:

(1) ~~For bargaining Unit employees,~~ ~~T~~he competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol bargaining unit.

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

(4) No employee with permanent status in ~~the affected broadband level~~ ~~his current position~~ shall be laid off while an employee who does not hold permanent status ~~in his current position~~ is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in ~~the affected broadband level~~ ~~their current position~~ shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

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

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

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

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

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

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

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

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

(10) An employee who has permanent status in his current position ~~Career Service status~~ and ~~who~~ is to be laid off shall be given at least 14 calendar days' notice of such layoff or ~~in lieu thereof,~~ two weeks pay or a combination of days of notice and pay, ~~in lieu of the full 14 calendar days notice,~~ Any payment will be made to be paid at the employee's current hourly

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request, **in writing**, a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

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

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

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

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

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

SECTION 2 - Recall

(A) For a period of **six (6)** calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union PBA will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes, under Chapter 447, Florida Statutes, it will notify the PBA of the changes pursuant to Chapter 447, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

Employees who are have attained permanent status in the Career Service their current position shall have the opportunity to request and be selected for vacant positions in their current class within the DHSMV in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(F) Promotion shall mean changing the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

(G) Demotion shall mean changing the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility shall mean the moving of an employee from a position in one occupational level to a different position in another class/occupational level having a lower maximum salary.

SECTION 2 – Reassignment, Transfer, Change in Duty Station

(A) An employee who is has attained permanent status in the Career Service System his current position may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such Requests shall indicate the county(ies) and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

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

(F) If the employee with the greatest length of service in the broadband occupational level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (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, transfer or change in duty station of any 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, transfer or change in duty station

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than ~~three (3)~~ months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of ~~fourteen (14)~~ calendar days' notice prior to the agency affecting any shift change or reassignment and ~~thirty (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, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for ~~one (1)~~ work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 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 ~~such~~ appointments.

(A) If the DHSMV has established a promotional test, an employee who ~~is has attained permanent status in the Career Service System his current position~~ may apply to take a promotional test by submitting a Request to Take Test Form to the DHSMV to indicate 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. The employee's eligibility for the

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the PBA

Gene "Hal" Johnson
General Counsel
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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 occupational 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 (2) 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 an agency has established a promotional test, by January 15 of each calendar year, the DHSMV 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, 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(F) 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 occupational 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 (5) 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 relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, occupation code 33-3051 occupational level. In addition to the written test score, the agency 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 his designee, one by mutual 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 clearly job related and the same questions shall be asked of all applicants.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) The 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) 2(D) 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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational broadband level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, the DHSMV shall have the discretion to fill a vacancy from only the highest five numerical scores of DHSMV bargaining Unit employees contained on the agency's DHSMV's promotional list. The DHSMV shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request for Reassignment 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 vacancy 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 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

~~An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the DHSMV.~~

~~(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.~~

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 10 DISCIPLINARY ACTION

(A) An employee who has attained permanent status in his current position ~~the Career Service System~~ may be disciplined only for just cause.

(B) An employee who has not attained permanent status in his current position ~~the Career Service System~~ shall not have access to the grievance procedure in Article 6 when dismissed.

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

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) ~~Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.~~ Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline, and are not grievable; however such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(F) ~~Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.~~ The DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. In making such determination, the DHSMV shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(G) If filed within 21 calendar days following the date of receipt of notice from the DHSMV, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. Such appeal process is the exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure.

(H) A written reprimand shall be subject to the grievance procedure in Article 6 if a grievance is filed by an employee with permanent status in his current position; the decision is final and binding at Step 2.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 14 PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

(A) The performance of ~~permanent status bargaining Unit~~ employees shall be reviewed in accordance with State Personnel System Rule 60L-35, Florida Administrative Code, Performance Evaluation System, Section 110.224, Florida Statutes.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.

(D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) The parties agree that the performance review evaluations of an employee shall are not be grievable subject to under Article 6 of this Agreement; however a performance evaluation may be considered in the review of an appeal of a suspension or dismissal under the provisions of Article 10(G). the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

(F) FHP leadership agrees to meet with the PBA within 90 days of the signing of this Agreement to discuss the adoption of standards related to enforcement contacts and contacts related to public assistance. Following the adoption of standards by the FHP, FHP leadership agrees to meet annually with the PBA to discuss the adopted standards.

SECTION 2 - Agency Performance Reviews

The State agrees that the DHSMV's performance review system for ~~bargaining Unit~~ employees shall adhere to the following standards.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by the agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

~~Bargaining Unit~~ Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their ~~Florida Highway Patrol Unit~~ supervisor.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 15 SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in ~~the job classification positions covered by this bargaining unit;~~ provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any State Personnel System payroll for at least ~~thirty-one (31)~~ calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for ~~the~~ needs of the agency, seniority, and ~~bargaining Unit~~ employee preference. The ~~Ss~~ate and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, ~~requests for~~ leave of ~~forty (40)~~ contiguous hours or more, or for holidays ~~requested~~, shall be requested at least ~~sixty (60)~~ days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 16
EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

(A) "Hireback": Off duty police employment administered by the ~~S~~state.

(B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.

(C) "Off-Duty Police Employment" (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.

(D) "ODPE Job": A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

SECTION 1 - Outside Employment - Non-Police Employment

(A) On the effective date of this Agreement, any ~~bargaining Unit~~ employee who is performing non-police employment outside of ~~S~~state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of ~~S~~state government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's ~~S~~state employment, or with the DHSMV's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

disapproval of a notice or request for outside non-police employment will be communicated to the employee within ~~fourteen~~ (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. ~~In any event~~ Whenever the ~~S~~state determines that any outside employment conflicts with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) ~~Any bargaining Unit~~ employee who wishes to perform police employment outside of ~~S~~state government shall secure the required approval in advance in accordance with the agency's policies and procedures ~~the Rules of the State Personnel System, agency policies and procedures and applicable law~~. ~~It is understood that~~ Ppermission shall not be withheld as long as such outside employment does not conflict with the employee's ~~S~~state employment or with the ~~DHSMV's~~ agency's policies and procedures limiting such outside employment.

(B) Scheduling of off-duty police employment shall be at the discretion of the Department.

(C) (B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval of outside employment will be communicated within ~~fourteen~~ (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination with ~~fourteen~~ (14) calendar days, the reasons for the delay will be provided in writing to the employee. ~~In any event~~ A a request can be denied or an approval can be revoked whenever the outside employment ~~State determines that a conflicts exists between with~~ the employee's state employment or the agency's policies and procedures ~~and the outside employment~~. ~~Disapprovals~~

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

~~of a request for outside employment shall be subject to the contract's expedited arbitration procedure.~~ Disapprovals of a request for outside employment shall be grievable up through Step 2.

(D) ~~(E)~~ During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(E) ~~(D)~~ Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek ~~such~~ outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

(1) Does not constitute a conflict of interest;

(2) Does not interfere with the employee's primary duties as a State law enforcement officer; and

(3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) ~~(E)~~ When required by the State, ~~bargaining Unit~~ employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

SECTION 3 - Taxes

The employee shall be responsible for reporting and paying all taxes incurred as a result of off-duty police and off-duty non-police employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in **Chapter Rule** 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all **Bargaining Unit** employees. The **State** shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

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

(B) Where an employee works hours in excess of their regular schedule, the **State** has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

(C) The work period for **Florida Highway Patrol Bargaining Unit** employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the DHSMV.

SECTION 2 – Non-Required Work Time

Florida Highway Patrol Bargaining Unit Employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

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

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

SECTION 4 – Overtime

(A) The work period for each full-time employee shall be 40, 80 or 160 hours, as determined by the DHSMV agency.

(B) Work beyond the employee's regular work period shall be recognized in accordance with Chapter Rule 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The Sstate shall make a reasonable effort to equalize distribution of overtime opportunities.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 – FLSA ~~Special~~ Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to “FLSA ~~special~~ compensatory leave.” If such election is made, the overtime hours will be credited as “FLSA ~~special~~ compensatory leave” credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of “FLSA ~~special~~ compensatory leave” credits which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA ~~special~~ compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with ~~Chapter Rule~~ 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA ~~special~~ compensatory leave” in accordance with the above.

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

(1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter Rule 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

(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, 2013

(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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

employees may have earned hours prior to July 1, 2013 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, 2013.

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

(C) Special Compensatory Leave Earned On or After July 1, 2013

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2013, 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, 2013, 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, 2013, 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, 2013.

(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.

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for the Florida Highway Patrol Bargaining Unit employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(112), Florida Statutes – Full-Pay Status

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(112), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – Chapter Rule 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter Rule 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter Rule 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 21
ACTING RANKS

**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER
LEVEL POSITION**

SECTION 1 - Eligibility

Each time an employee is officially designated in writing by the appropriate employee's immediate supervisor to act in an established position in a higher broadband level than the employee's permanent current broadband level, and actually performs said a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a temporary special duty additive in accordance with Rule 60L-32, Florida Administrative Code. promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees promoted employees under pursuant to the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules 60L-32, Florida Administrative Code of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter Rule 60L-32, Florida Administrative Code, shall be submitted by the DHSMV for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

When A law enforcement employee who has been placed on-call is called back out to the work at a time not contiguous with the employee's scheduled hours of work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 - Court Appearances

If an ~~law enforcement~~ employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 25 WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 4 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 5– 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 6 – Performance Pay

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

SECTION 7 – 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 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 26
UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All ~~Florida Highway Patrol Bargaining Unit~~ employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The ~~State~~ shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

(A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.

(B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.

(C) Spare ammunition, and an appropriate case.

(D) Where hand-held radios are provided, they will be suitable for law enforcement use.

(E) The DHSMV, which provides bullet proof vests to ~~Florida Highway Patrol bargaining Unit~~ employees, will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(F) The DHSMV will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 3 - Uniform and Clothing Maintenance Allowance

The Sstate will provide Unit employees who are furnished and required by the Sstate to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$500.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 27
INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

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

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

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

(B) Education benefits will be as provided in **S**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 **S**section 110.123, Florida Statutes.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 31
VACANT

STATE PERSONNEL SYSTEM RULES

~~All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Received by DMS
11-19-12



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

July 1, 2013 through June 30, 2016

FLORIDA HIGHWAY PATROL BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. [Changes to the current agreement are found at Articles 10, 17, 18, 22, 25, 26, 27, 33 and 35.]



***AGREEMENT**

THE STATE OF FLORIDA

and

THE FLORIDA POLICE BENEVOLENT ASSOCIATION

Florida Highway Patrol Bargaining Unit

December 27, 2010 through June 30, 2013

**Incorporates FY 2011 – 2012 approved reopener revisions
to Articles 3, 16, 18, 25 and 27**

and

**FY 2012-2013 reopener revisions
to Articles 5 and 25
pursuant to 2012 legislative impasse resolution**

***TO BE CHANGED ONCE AGREEMENT ON
DURATION AND OTHER ARTICLES IS
REACHED**

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, (hereinafter called the "PBA") representing the employees in the Florida Highway Patrol Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

(A) The State hereby recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida Highway Patrol Bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1634 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
VACANT**

**Article 4
NO DISCRIMINATION**

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

(A) The State and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The PBA shall have the right to consult on issues of discrimination or sexual harassment with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

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

SECTION 2 - Non-Discrimination Policy - PBA Membership

Neither the State nor the PBA shall interfere with the right of Florida Highway Patrol employees covered by this Agreement to become or refrain from becoming members of the PBA, and neither the State nor the PBA shall discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the first year of the initial collective bargaining agreement that the PBA may contact the DHSMV for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency's current affirmative action program and efforts to comply with the Americans with Disabilities Act.

**Article 5 ~~2012 Legislative Impasse Resolution~~
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

SECTION 1 – Definitions

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

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1

meetings on grievances which have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee's representative.

SECTION 2 - Representation

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of all employees authorized as Grievance Representatives. The State will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA Association representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

SECTION 3 - Representative Access

The State agrees that recognized representatives of the PBA shall have access to the premises of the State which are available to the public. If an area of the State's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 - Documents

(A) The State shall provide the PBA with the following:

(1) When the DHSMV sends out information which affects an employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement and which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV's website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. This does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur.

(B) The State shall provide each employee with the following:

- (1) Access to a copy of the applicable Rules of the State Personnel System; and
- (2) Access to a copy of department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

SECTION 5 - Consultation

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the DHSMV and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

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

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities which affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the State agrees to furnish at an academy in a DHSMV-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or its officers or employees, nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 7 - Occupational Profiles and Rules Maintained

The State will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

SECTION 8 - Negotiations

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

(B) The PBA may designate up to four (4) employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per FHP region shall attend a single day session.

SECTION 9 –Changes To Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

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(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 10 – Academy Access

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than thirty (30) minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the academy, and the DHSMV agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues for deduction.

**Article 6
GRIEVANCE PROCEDURE**

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

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Rules of the State Personnel System. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the PBA representative, and any decision mutually agreed to by the State and the PBA shall be binding on the employee.

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

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

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(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

(A) If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance 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. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as

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such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

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

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

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

(c) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the PBA will evenly split the arbitrator's fee and expenses.

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

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

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

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

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a

grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the PBA.

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

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

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

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

(B) Expedited Arbitration Rules:

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

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) hours in duration, with each party limited to two (2) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall be no post-hearing briefs, although either party may submit written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

Article 7
INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty-eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of a Florida Highway Patrol officer shall comply with the provisions of Florida Statutes, Section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned

to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within forty-five (45) days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The State will make a good faith effort to train persons who investigate charges against Florida Highway Patrol employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

Article 8 WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol bargaining unit.

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

(4) No employee with permanent status in the affected broadband level shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

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

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

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

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

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

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

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

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

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(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

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

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

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

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

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

SECTION 2 - Recall

(A) For a period of six (6) calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the PBA of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class within the DHSMV in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one occupational level to a different position in the same occupational level with the same essential knowledge, skills and abilities, regardless of the location of the position.

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

(F) "Promotion" shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

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

SECTION 2 – Reassignment, Transfer, Change in Duty Station

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

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. 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 vacancy is filled by demotion, or where reassignment is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

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

(F) If the employee with the greatest length of service in the occupational level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (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, transfer or change in duty station of any 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, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any shift change or reassignment and thirty (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, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 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

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Article along with all provisions of the Rules of the State Personnel System will be followed when making such appointments.

(A) If the DHSMV has established a promotional test, an employee who has attained permanent status in the Career Service System may apply to take a the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate 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. 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 occupational 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 (2) 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 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, 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 occupational 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 (5) 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 relative merit and fitness for promotional vacancies in the occupational level. 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 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 his designee, one by mutual 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 clearly 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 2(D) 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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, the DHSMV shall have the discretion to fill a vacancy from only the highest five numerical scores of DHSMV bargaining Unit employees contained on the agency's promotional list. The DHSMV shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request for Reassignment 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 vacancy 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

An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the DHSMV.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

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

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

Article 10 DISCIPLINARY ACTION

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause.

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(B) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when dismissed.

(C) Each employee shall be furnished a copy of all disciplinary actions, including administrative sanctions, placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions, including administrative sanctions such as loss of vehicle use, not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.

Article 11
CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's position description.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included within the broadband level to which the position is allocated, the employee may request that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee.

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

Article 12
PERSONNEL RECORDS

SECTION 1 - Personnel File

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(A) There shall be only one official personnel file for each law enforcement employee, which file shall be maintained in the central personnel office of the DHSMV unless a different location is approved by the Secretary of the Department of Management Services or his designee in accordance with applicable law. Duplicate personnel files may be established and maintained within the DHSMV. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

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

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

(D) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five (5) years after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Privacy

The State and its agencies recognize the fact that Florida Highway Patrol bargaining Unit employees' home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of bargaining Unit members are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

Article 13 SAFETY

SECTION 1 - Vehicle and Vessel Safety

Vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 - Firearms Safety

In order to promote safety in the use of firearms by Florida Highway Patrol Bargaining Unit employees, the State will guarantee that each bargaining Unit employee is allowed to fire his weapon in an approved Standards and Training

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Course at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 - Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the State and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard "police packages", power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack.
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety; training; and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14 PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

- (A) The performance of permanent status bargaining Unit employees shall be reviewed in accordance with Section 110.224, Florida Statutes.
- (B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.
- (C) Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.

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(D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) The performance review of an employee shall not be subject to the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that the DHSMV's performance review system for bargaining Unit employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by the agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

Bargaining Unit employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their Florida Highway Patrol Unit supervisor.

Article 15 SENIORITY

SECTION 1 - Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for needs of the agency, seniority, and bargaining Unit employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in

implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16

EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

- (A) "Hireback": Off duty police employment administered by the State.
- (B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.
- (C) "Off-Duty Police Employment" (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.
- (D) "ODPE Job": A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

SECTION 1 - Outside Employment - Non-Police Employment

- (A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.
- (B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of State government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the DHSMV's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event whenever the State determines that any outside employment conflicts with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that permission shall not be withheld as long as such outside employment does not conflict with the employee's State employment or with the DHSMV's procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event a request can be denied or an approval can be revoked whenever the State determines that a conflict exists between the employee's state employment and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

- (1) Does not constitute a conflict of interest;
- (2) Does not interfere with the employee's primary duties as a State law enforcement officer; and
- (3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including

workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

Article 17 GROOMING STANDARDS

SECTION 1 - Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 - Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 - Permitted Variations

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

SECTION 4 - Tattoos

Members employed prior to July 1, 2013 and having pre-existing tattoos are permitted to have tattoos provided they conform to the following guidelines:

Tattoos visible while the member is in uniform are restricted to the member's upper arms or forearms.

(1) Tattoos are not permitted in the elbow or wrist areas of the arms.

(2) Tattoos cannot contain offensive or vulgar material or any reference to Florida Highway Patrol.

Any member with non-conforming tattoos on their arms shall be required to wear a Class A uniform.

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all Bargaining Unit employees. The State shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

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

(B) Where an employee works hours in excess of their regular schedule, the State has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

(C) The work period for Florida Highway Patrol Bargaining Unit employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the DHSMV, after the proposed change is bargained with the PBA.

SECTION 2 – Non-Required Work Time

Florida Highway Patrol Bargaining Unit employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

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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 – 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 Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

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

SECTION 5 – FLSA Special Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special compensatory leave" credits which may be taken in any increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

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

- (1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.
- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. 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 an Executive Order during emergency conditions.~~

(B) Use of Special Compensatory Leave:

1. When a member earns special compensatory leave credits, the member shall have 60 calendar days in which to use the earned Special Compensatory Leave time.

2. If the member fails to use the earned Special Compensatory Leave during the 60 day period, the supervisor shall schedule the member to use the leave.

3. A member who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the member's earned Special Compensatory Leave each calendar year or the amount necessary to bring the member's Special

Compensatory Leave balance to 240 hours, whichever is less, prior to using any annual leave credits, except if the failure to grant annual leave will result in its conversion to sick leave.

4. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.

5. A member 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. This provision shall not apply to credit earned due to closure of a facility under an Executive Order during emergency conditions.

6. Employees shall not be compelled to use accrued special compensatory leave to cover an absence(s) taken for the use of administrative leave, sick leave, or personal holiday.

~~(B) -- Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for the Florida Highway Patrol Bargaining Unit employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – Chapter 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be

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required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Department of Management Services shall be final and binding on all parties.

Article 19

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the DHSMV as being required by the employee to adequately perform the duties of his/her position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his or her watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) the DHSMV has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) the employee shall not be reimbursed or have property repaired or replaced if the DHSMV determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Agency head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - the Agency head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500.

Article 20 TRAINING AND EDUCATION

SECTION 1 – Law Enforcement Supervisors' Training

The State and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The State will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills and managerial techniques.

SECTION 2 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

Article 21 ACTING RANKS

SECTION 1 - Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher broadband level than the employee's permanent broadband level, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

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

***Article 22 ~~VACANT~~RETIREMENT**

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 23 EQUIPMENT

SECTION 1 - NEW VEHICLES

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current State of Florida contract specifications for pursuit vehicles.

SECTION 2 - HIGH VISIBILITY LIGHTS

Each agency shall utilize high visibility lights as dictated by agency needs.

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

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter 60L-32, Florida Administrative Code, shall be submitted by the DHSMV for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

A law enforcement employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 5 - Court Appearances

If a law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

Article 25 ~~2012-Legislative-Impasse-Resolution~~ WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2012-2013~~2013-2014 General Appropriations Act, and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

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

SECTION 2 – Other Pay Provisions

Based on the DHSMV's determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) When the DHSMV grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If the DHSMV determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

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1. Outstanding Job Performance Rating - up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;
7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

The DHSMV may assign one of the following job duties to an employee. If the DHSMV grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;
4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If the DHSMV elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

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

In accordance with the authority provided in the Fiscal Year 2012-2013 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the DHSMV is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

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

SECTION 6 – Savings Sharing Program

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

Article 26 UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All Florida Highway Patrol Bargaining Unit employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The State shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

(A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.

(B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.

(C) Spare ammunition, and an appropriate case.

(D) Where hand-held radios are provided, they will be suitable for law enforcement use.

(E) The DHSMV, which provides bullet proof vests to Florida Highway Patrol bargaining Unit employees, will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(F) The DHSMV will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 - Uniform and Clothing Maintenance Allowance

The State will provide Unit employees who are furnished and required by the State to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of ~~\$500.00~~ \$750.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27 INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation at no additional costs in co-payments or health insurance premiums to the employee.

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.

Article 28 TRAVEL EXPENSES

SECTION 1 - Payment of Travel Vouchers

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

SECTION 2 - Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the DHSMV to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 - Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided in Section 112.061(7)(d)1., Florida Statutes.

Article 29 DRUG TESTING

(A) The State and the PBA agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 10. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

Article 30 NO STRIKE

SECTION 1 - No Strike Agreement

Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate,

promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2 - Penalty

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

Article 31 STATE PERSONNEL SYSTEM RULES

All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

Article 32 MANAGEMENT RIGHTS

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

Article 33 ENTIRE AGREEMENT

SECTION 1 - Agreement/Reopeners

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

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

parties after the exercise of that right and opportunity are set forth in this Agreement.

The State and the PBA agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations for Fiscal Year ~~2011-2012~~ 2014-2015.

The State and the PBA further agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations during the second year of this Agreement for Fiscal Year ~~2012-2013~~ 2015-2016.

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

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

Article 34 SAVINGS CLAUSE

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

Article 35 DURATION

SECTION 1 - Term

This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June ~~2013~~ 2016. Either party may reopen up to four (4) Articles per contract year. Either party may reopen these Articles by

providing written notice within the thirty (30) days prior to September 1 of the contract year. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

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

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301 and if by the PBA shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, 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 or a State agency head during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Article 36 AWARDS

A. MEDAL OF VALOR

The State may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at Section 112.194 Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

B. RETIREMENT AWARDS

1. Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the

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badge worn by him or her, the employee's service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" shall be as provided in Section 112.193, Florida Statutes.

2. The State may grant awards, certificates and other recognition pursuant to Florida Statutes, Section 110.1245(3) to retiring employees whose service to the State has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

C. RECOGNITION AWARDS

The State may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the State in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

APPENDIX A

FLORIDA HIGHWAY PATROL UNIT - CBU Code 12

Class Code	Class Title	Working Title
8515	Law Enforcement Officer	Florida Highway Patrol Trooper
8519	Law Enforcement Sergeant	Florida Highway Patrol Sergeant
8532	Law Enforcement Airplane Pilot I	Florida Highway Patrol Pilot I
8534	Law Enforcement Airplane Pilot II	Florida Highway Patrol Pilot II
8540	Law Enforcement Investigator I	Florida Highway Patrol Trooper II
8541	Law Enforcement Investigator II	Florida Highway Patrol Investigator II

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

Police Benevolent Association (PBA) - Florida Highway Patrol CBU 12 Economic Proposals Fiscal Year 2013-2014		
Union/Issue	Estimated Cost	Comments
Article 25(1)(A)(1): Effective July 1, 2013, 6% Competitive Pay Adjustment	\$5,000,402	Costs calculated with a 6% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS. Costing prepared by OPB.
Article 25(1)(A)(2): Effective October 1, 2013, all bargaining unit employees with seven (7) continuous years of service will receive a 3 percent (3%) experience adjustment to their base rate of pay. Should an employee reach the 7 years of level subsequent to October 1, 2013, they shall receive the same adjustment.	\$1,208,164	Calculation is based on current active employees and excludes vacancies and those not yet having 7 years (\$1,178,301) and those completing their 7th year between Oct 1 and June 30, 2014 (\$29,863). People First was the source of data for calculation- annualized for 9 months (a full year would cost \$1,571,062). Assumes all employees have a "meet standards" performance evaluation.
Article 26(2): Increases the clothing allowance from \$500 to \$750 annually.	\$434,500	Costing prepared by OPB using all members in the unit including vacant positions (1,738 FTE) at \$250 each.
Article 27(1): Propose that the State agrees to administer the State Employee Group Health Self-Insurance Plan at no additional costs in co-payments or health insurance premiums to the employee.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2013-2014 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2013-2014. State employee wage and benefit recommendations will be presented at a later date.
Article 18(6): Modifies special comp leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special comp may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special comp in lieu of annual leave if conversion of annual leave into sick leave is anticipated.	Indeterminate but significant	To be Discussed

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 6 – Grievance Procedure	<p>State's 01-23-13 Proposal:</p> <p>Proposes a grievance form for Appendix B and a request for arbitration form for Appendix C of agreement,</p> <p>If a contract language grievance is not resolved at Step 2 of Grievance Procedure the employee may submit the grievance to the Department of Management Services, Step 3, for review,</p> <p>Parties may, by written agreement, submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled; expedited arbitration hearing be conducted where there is a threshold issue regarding arbitrability (such as timeliness); another arbitrator will hear substantive issues.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	<p>State's proposal ensures DMS' Step 3 review of contract language grievances, consistent with other agreements. If the grievance is not resolved at Step 3, the union may request arbitration.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 7 – Internal Investigations	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that when employee is placed on administrative leave with pay, such leave shall be in accordance with State Personnel System Rule 60L-34, F.A.C.</p>	<p>Union's 11-19-13 Proposal:</p> <p>Status Quo.</p>	
Article 8 – Workforce Reduction	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that layoff rights pertain to employees with permanent status in their current position.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	<p>State's proposal comports with State Personnel System Rule 60L-33, F.A.C.</p>
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that employees who are permanent in their current position shall have opportunity to request and be selected for vacant positions.</p> <p>Clarifies definition of reassignment, transfer, promotion, and demotion.</p> <p>Clarifies that promotional vacancies are those vacancies in the Law Enforcement Occupation Code 33-3051.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	<p>State's proposed definitions comport with definitions in section 110.107, F.S.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion (continued)	<p>Clarifies that employees appointed to a position must successfully complete at least a one-year probationary period to attain permanent status in their current position, and</p> <p>Clarifies that a probationary employee serving in an internal agency promotional position can be removed from the promotional position at any time, if removed from the position the employee is to be placed in his former position or comparable position, if vacant, with permanent status, provided the employee held permanent status in the agency in the lower level position.</p>		<p>State's proposal comports with section 110.217, F.S.</p> <p>State's proposal comports with section 110.217, F.S.</p>
Article 10 – Disciplinary Action	<p>State's 01-23-13 Proposal:</p> <p>Section (A): Clarifies that employees with permanent status in their current position may be disciplined for cause.</p>	Union's 11-19-12 Proposal:	State's proposal comports with section 110.227, F.S.

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 10 – Disciplinary Action (continued)	<p>Section (B):</p> <p>Clarifies that employees who are not permanent in their current position shall not have access to the grievance procedure in Article 6 when dismissed.</p> <p>Section (C): Status Quo.</p> <p>Section (E):</p> <p>Clarifies that letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns and are not discipline and are not grievable; they may be used at administrative hearings to demonstrate that an employee was on notice for performance deficiencies or conduct concerns.</p>	<p>Section (C):</p> <p>Employees to be provided a copy of administrative sanctions placed in their official personnel file.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 10 – Disciplinary Action (continued)	<p>Section (F):</p> <p>Proposes that the DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's special compensatory leave balance in lieu of serving a suspension. DHSMV will take into consideration the employee's preference. Annual leave may be deducted if the employee does not have sufficient special compensatory leave. Employee's personnel file will reflect a disciplinary suspension regardless of whether employee serves the suspension or has leave deducted.</p> <p>New Section (G):</p> <p>Proposes that employees with permanent status in their current position may file an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission pursuant to section 110.227(5) and (6), F.S., and that the PERC appeal</p>	<p>Section (F):</p> <p>Administrative sanctions, such as the loss of vehicle use, would be grievable up to Step 2 (within the Department of Highway Safety & Motor Vehicles).</p>	<p>State's proposal gives DHMV opportunity to reduce employees' special compensatory leave balances to reduce the state's financial liability.</p> <p>PERC appeal process ensures expedient resolution of grievances and is free compared to 4 step grievance process, which includes arbitrator fees and expenses, and may take a year or more of state's time and expense to resolve</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 10 – Disciplinary Action (continued)	<p>process shall be the exclusive remedy for review of such personnel actions.</p> <p>New Section (H):</p> <p>Written reprimands shall be subject to grievance procedure in Article 6 if filed by an employee with permanent status in his current position.</p>		<p>PERC's published rulings are educational tools for State Personnel System Human Resource staff.</p> <p>The union currently uses PERC appeal process to contest discipline.</p>
Article 14 – Performance Review	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that employees' performance be reviewed in accordance with State Personnel System Rule 60L-35, F.A.C.</p> <p>Clarifies that performance evaluations are not grievable under Article 6 and may be considered in the review of an appeal of a suspension or dismissal under the provisions of the proposed Article 10(G).</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 14 – Performance Review (continued)	Proposes the FHP leadership meet with PBA to discuss adoption of standards relative to contacts and public assistance contacts and that FHP leadership meet annually with PBA to discuss the adopted standards.		
Article 15 - Seniority	State's 01-23-13 Proposal: Clarifies that seniority shall be defined as continuous service in positions covered by the agreement.	Union's 11-19-12 Proposal: Status Quo.	
Article 16 – Employment Outside State Government	State's 02-13-13 Proposal: Clarifies that employees wanting to perform outside police employment shall secure approval in advance in accordance with their agency's policies and procedures. Clarifies that a request for outside police employment can be revoked when the outside employment conflicts with employee's state employment or the agency's policies and procedures.	Union's 11-19-12 Proposal: Status Quo.	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 16 – Employment Outside State Government (continued)	<p>Proposes that the scheduling of off-duty police employment shall be at the discretion of the Department.</p> <p>Proposes that disapprovals of requests for outside police employment be grievable up through Step 2.</p> <p>Proposes that employees shall be responsible for reporting and paying all taxes incurred from off-duty employment and off-duty police employment.</p>		
Article 18 – Hours of Work, Leave and Job-Connected Disability	<p>State's 01-23-13 Proposal:</p> <p>Section 1(C): Status Quo.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Section 1(C) Workday, Work Period:</p> <p>The work period for employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the Department of Highway Safety and Motor Vehicles, <u>after the proposed change is bargained with the PBA.</u></p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p>Section 6, Special Compensatory Leave:</p> <p>Proposes instances in which special compensatory leave credits are earned:</p> <p>(A) <u>Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned only in the following instances:</u></p> <p style="padding-left: 40px;">(1) <u>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.</u></p> <p style="padding-left: 40px;">(2) <u>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.</u></p> <p>Addresses special compensatory leave earned prior to July 1, 2013:</p> <p>(B) <u>Special Compensatory Leave</u></p>	<p>Section 6 Special Compensatory Leave:</p> <p>Defines special compensatory leave 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 an Executive Order during emergency conditions.</p> <p>Employees shall have 60 calendar days to use earned special compensatory leave.</p> <p>The supervisor shall schedule the employee to use the special compensatory leave if employee fails to use the leave during the 60 day period.</p> <p>Employees with special compensatory leave balance greater than 240 hours required to use minimum of 120 hours of special compensatory leave each calendar year or the amount necessary to reduce the special compensatory leave balance to 240, whichever is less,</p>	<p>State's proposal to reduce employee special compensatory leave balances to reduce state's financial liability is consistent with the state's special compensatory leave provisions in the AFSCME Master Contract, the Professional Health Care Unit and Security Services Unit FY 2012-2013 agreements.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
<p>Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)</p>	<p><u>Earned Prior to July 1, 2013</u> (1) <u>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, 2013 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, 2013.</u> (2) <u>An employee may be required to reduce special compensatory leave credit balances.</u> Addresses how special compensatory leave earned on or after July 1, 2013 will be used or forfeited: (C) <u>Special Compensatory Leave Earned On or After July 1, 2013</u> (1) <u>Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2013, which are not used each year by the April 30 or October 31 that immediately succeeds the</u></p>	<p>prior to using any annual leave credits, except if the failure to grant annual leave will result in its conversion to sick leave.</p> <p>Employees employed after July 1, 2013, 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. This provision shall not apply to credit earned due to closure of a facility under an Executive Order during emergency conditions.</p> <p>Employees shall not be compelled to use accrued special compensatory leave to cover an absence(s) taken for the use of administrative leave, sick leave, or personal holiday.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p>work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.</p> <p>(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2013, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.</p> <p>(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, 2013, 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.</p> <p>(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2013.</p>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
	<p>Provides for substitution of special compensatory leave credits for requested leave:</p> <p><u>(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.</u></p>		
Article 21 – Acting Ranks	<p>State's 01-23-13 Proposal:</p> <p>Proposes new title: Compensation for Temporary Special Duty in Higher Level Position.</p> <p>Clarifies that to be eligible for a temporary special duty additive for performing the duties of a higher level position, the employee must perform a major portion of the duties of that position, and that the method of compensation be pursuant to the Rules of the State Personnel System.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 22 – Vacant	<p>State's 01-23-13 Proposal:</p> <p>Status Quo.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Article retitled Retirement.</p> <p>Proposes the Article be held open during negotiations pending a decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et. Al., Case No. SC12-520.</p>	
Article 24 – On-Call Assignment – Call-Back – Court Appearance	<p>State's 01-23-13 Proposal:</p> <p>Clarifies that on-call assignment is defined in Rule 60L-32, Florida Administrative Code and clarifies definition of "call-back".</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	
Article 25 – Wages	<p>State's 01-30-13 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2013-14 General Appropriations Act.</p> <p>Provides for other pay provisions:</p> <p>Unemployment Rate Incentive: Provides for a one-time, non-discretionary,</p>	<p>Union's 11-19-12 Proposal:</p> <p>6% increase for all employees effective July 1, 2013.</p> <p>3% internal pay adjustment increase effective October 1, 2013, for employees with 7 continuous years of service and a "meets standards"</p>	<p>Estimated cost of union's proposals:</p> <p>\$5,000,402</p> <p>\$1,208,164</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	<p>\$1,200 lump sum bonus award, plus applicable taxes, based on eligibility requirements in Section 8 of FY 2013-2014 Governor's Budget Recommendations, to be paid no later than August 30, 2013, subject to funding in FY 2013-2014 General Appropriations Act.</p> <p>Variable Compensation Award: Provides for a discretionary, one-time compensation award of \$5,000 to eligible employees achieving Outstanding job performance and \$2,500 to employees for achieving Commendable job performance based on eligibility requirements in Section 8 of Governor's FY 2013-2014 Budget Recommendations.</p> <p>Proposes a temporary special duties additive during deployment to a facility or area closed due to an emergency, and provides for a cash payout of annual leave subject to and in accordance with section 110.219(7), F.S., performance pay, and Savings Sharing Program.</p>	<p>performance evaluation.</p> <p>If an employee reaches the 7 years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay adjustment.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 26 – Uniforms and Accessories	<p>State's 01-23-13 Proposal:</p> <p>Status Quo.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Increases employees' annual uniform maintenance allowance from \$500.00 to \$750.00.</p>	<p>Estimated cost of union's proposals:</p> <p>\$434,500</p>
Article 27 – Insurance Benefits	<p>State's 01-23-13 Proposal:</p> <p>Status Quo.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Maintain status quo language with the additional provision, <u>at no additional costs in co-payments or health insurance premiums to the employee.</u></p>	
Article 31 – State Personnel System Rules	<p>State's 01-23-13 Proposal:</p> <p>Proposes to vacate the Article.</p>	<p>Union's 11-19-12 Proposal:</p> <p>Status Quo.</p>	

Article 3
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Kari Seime
Chief Negotiator

Date

Article 4
NO DISCRIMINATION

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

(A) The state and the Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

(B) The Union shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Department of Management Services.

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

(D) The Union agrees to support the state's current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 – Non-Discrimination Policy – Union Membership

Neither the state nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the state nor the Union shall discriminate against an employee because of membership or non-membership in any employee organization.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Kari Seime
Chief Negotiator

Date

Article 5
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 ~~Staff Representatives~~ Business Agents. The state will not recognize any person as a ~~Staff Representative~~ Business Agent whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union ~~Grievance Representatives~~ 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 ~~Grievance Representative~~ Union Steward. The state shall not recognize an employee as an authorized ~~Grievance Representative~~ 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 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

For the State

For the Teamsters

Michael Mattimore
State’s Chief Labor Negotiator

Kari Seime
Chief Negotiator

Date

Date

- (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 ~~Staff Representative~~ 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 President of the Union or designee, the state will, on no more than on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the President of the Union upon written request, at no cost.
- (B) The Union agrees that the home addresses and telephone numbers of employees shall remain confidential pursuant to section 119.07, Florida Statutes. The Union will not disclose the home addresses and telephone numbers of employees to third parties including, but not limited to, sale of the information to other persons or parties.
- (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

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Kari Seime
Chief Negotiator

Date

Date

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

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

SECTION 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 whenever practicable.

SECTION 7 ~~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 (3) 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 (3) Union representatives from the agency, shall make a good faith effort to meet and consult quarterly.

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For the Teamsters

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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.

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two (2) Union representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Union Staff Representative. A copy of all requests shall be served on both the agency and the Union at their principal offices.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and 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 (7) 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 8 2 – Negotiations

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.

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Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Section 110.117, Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement.

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

~~(A) If an employee 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 employee 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 employee or the Union. In the case of any duplicate filing, the action first filed will be the one processed.~~

~~(B)~~ A An employee who decides to use this grievance procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the employee is represented by the Union, any decision agreed to by the state and Union shall be binding on the employee.

~~(C)~~ B Where Union representation is requested by an employee, the employee's representative shall be selected from the list of Union Grievance Representatives or Union ~~Staff Representatives~~ 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,

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subject to the following limitations:

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

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

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

(b) Investigations will be conducted in a way that does not interfere with 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 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 an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

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

~~(E D)~~ If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable 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 employee chose not to be represented by the Union.

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

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article 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 is held or requires reasonable travel time during the-working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 14 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting the grievance 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 employee or the employee's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

~~(b) If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 14 days following the occurrence of the event giving rise to the grievance.~~

(e b) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d 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.

(e d) The Oral Step representative for correctional institutions shall be

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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 employee elects to utilize the oral discussion step and the grievance is not resolved, the employee or the designated employee representative may submit it in writing to the Step 1 management representative within 14 days following the receipt of the oral step decision. If the employee 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 14 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, 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 employee and the employee's representative, if any, within 14 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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 employee or the employee's representative may submit it in writing to the Agency Head or designated representative within 14 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or designated representative may meet with the

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employee and/or the designated Union Staff Representative to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

(a) If a grievance is not resolved at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Department of Management Services within 14 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services may meet with the Union President or designated Union representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee and the Union President or designated Union representative within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

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

(6) Arbitration

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(a) If a grievance 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 within 14 days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying member of the Union, the employee 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 (5) arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(d) Arbitration hearings shall be held 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) 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 twenty 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 (5) 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).

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

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

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

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

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

(f g) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and Union will evenly split the arbitrator's fee and expenses.

(g h) 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 14 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 shall list the employees 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 14 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

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Article 7
DISCIPLINE AND DISCHARGE

SECTION 1 – Disciplinary Action

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. ~~Such actions against employees with permanent status in their current position for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable.~~ Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I. Disciplinary actions shall be subject to the grievance procedure as follows:

~~(1) Oral reprimands shall not be grievable under the provisions of this Agreement. The Department of Corrections will not issue Oral Reprimands.~~

~~(2) An oral reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 12 months, and in such cases the employee may request that an existing Oral Reprimand contained in his official personnel file be marked “expired.”~~

(1) The state may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda, which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee’s official personnel file; however, such documentation may be used by the state at an administrative hearing involving an employee’s discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

~~(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3 2; the decision at that level shall be final and binding.~~

~~(4) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.~~

~~(B) A complaint by an employee with permanent status in his current position concerning any written reprimand which contains criminal allegations or criminal charges may~~

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~~be grieved through the arbitration step of the grievance procedure.~~

(~~C~~ B) An employee with permanent status in his current position may file an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission If filed within 14 21 calendar days from after the date of receipt of notice of such action from the agency, under the provisions of Section 110.227(5) and (6), Florida Statutes. Such appeal process is the exclusive remedy for review of such actions; they are not subject to the Article 6 grievance procedure. by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in his current position concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal may be grieved at Step 1 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.

(~~D~~) ~~Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.~~

(~~E~~ C) For employees in the Department of Corrections, the following shall apply:

(1) If the Department of Corrections issues a disciplinary suspension to an employee and the employee files an appeal to the Public Employees Relations Commission (PERC) in the required 21 calendar days from the date the employee receives the letter, ~~or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement,~~ the Department of Corrections shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, ~~or a decision/award from an arbitrator.~~ If the Department of Corrections stays the suspension, and PERC has not issued a Recommended or Final Order, ~~or an arbitrator has not rendered a decision/award~~ by the end of the period for which the suspension was stayed, the Department of Corrections may proceed with the disciplinary suspension.

(2) The Department may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, the Department shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. 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. ~~during the period of time in which their leave is deducted.~~ The employee's

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personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

~~(3) The Department of Corrections may use Records of Counseling or other documentation to describe the employee's work behavior in litigation involving employee discipline.~~

SECTION 2 – Interrogation during Internal Investigations

In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532 and Section 112.533, Florida Statutes.

(A) Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) Procedures

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation

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shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph-test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an

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employee or the Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 3 – Employee Copy

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

SECTION 4 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), Florida Statutes.

SECTION 5 – Representation

Where union representation is requested by an employee during an investigation by the

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Kari Seime
Chief Negotiator

Date

agency Inspector General's Office, or during a predetermination conference, a union steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned.

For the State

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Article 9
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 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) "Reassignment" shall mean moving an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean 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.

(F) "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.

(G) "Major institution" shall mean in the Department of Corrections, the main facility under the control of one warden, and will include the annexes, work camps, release centers, and other satellite/sister facilities under the authority of that main facility warden.

SECTION 2 – Procedures

(A) An employee who has attained permanent status in his current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment, Transfer, or Change in Duty Station Form (supplied by the agency). Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be reassigned. In the Department of Corrections, an employee in the correctional officer class series may only request reassignment, transfer, or change in duty station from one major

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institution to another major institution. A State of Florida Employment Application Form must be completed and sent with the Request ~~for Reassignment~~ Form.

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

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

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

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

(F) ~~In the Department of Children and Families, i~~ 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 reassigned pursuant to a request filed under this Article, all other pending requests ~~for reassignment~~ from that employee shall be canceled. No other request ~~for reassignment~~ may be filed by the employee under this Article for a period of 12 months following the employee's reassignment, transfer, or change in duty station. If an employee declines an offer ~~of reassignment~~ pursuant to a request filed under this Article, the employee's request shall be canceled and the employee is not eligible to resubmit that request for a period of 12 months from the date the employee declined the offer ~~of reassignment~~.

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

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station of an employee according to the needs of the agency.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, the Department
For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Kari Seime
Chief Negotiator

Date

Date

will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment.

SECTION 4 – Notice

An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 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 and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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(E), Section 3, and Section 4 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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Article 10 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) 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.

(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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

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Date

(A) Except where a vacancy is filled by demotion, or by 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 Appendix D.

SECTION 4 – Status

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

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

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

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

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

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

SECTION 5 – Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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

For the State

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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

Michael Mattimore
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Article 13 SAFETY

SECTION 1 – Safety Committee

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

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee both the state and 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.

(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 may be authorized to carry a firearm while on duty in accordance with

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Rules of the Department of Corrections, Chapter 33-302.104, Florida Administrative Code, as amended February 13, 2012.

SECTION 6 – Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(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

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Chief Negotiator

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Article 18
LEAVES OF ABSENCE

SECTION 1 – Leaves

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment shall apply to all employees.

SECTION 2 – Negotiation Committee

(A) 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 a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No 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 one thousand (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.

(B) No more than two (2) employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 3 – Union Activities

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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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 ~~for the Department of Corrections is eight (8) hours, ten (10) hours for its employees assigned to public or Department of Transportation work squads, or twelve (12) hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten (10) hours.~~ The parties agree that the issue of the hours in a normal work day ~~for Department of Corrections' employees~~ may be a subject of negotiation at any time during the term of this agreement.

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide 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 ~~allow employees to use compensatory leave credits as requested by the employee. Failure 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) The Union 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.

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 (2) workweek schedule; however, the state will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may agree to

For the State

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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 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

For the State

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Chief Negotiator

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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 (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

SECTION 4 – Court Appearances

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

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For the Teamsters

Michael Mattimore
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Date

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balances. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days' notice of such leave. Such required leave shall be scheduled at a minimum of eight (8) hour increments if such hours are available.

(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 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.

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

Michael Mattimore
State's Chief Labor Negotiator

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Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 4 – Recidivism Reduction Incentive

The Governor's Budget Recommendations provide for one-time, non-discretionary, lump sum bonus awards to eligible employees in the Department of Corrections in recognition of a decrease in Florida's recidivism rate over the past two years, saving more than \$44 million in prison costs. Awards to eligible Department employees will be \$1,000, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than July 31, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Michael Mattimore
State's Chief Labor Negotiator

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For the Teamsters

Kari Seime
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SECTION 5 – Other Pay Provisions – Department of Corrections

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the 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. An exception to this provision shall be 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, in which case the employee shall receive the same amount upon increase as was

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Kari Seime
Chief Negotiator

Date

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received when demoted. 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.

SECTION 6 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-14 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 7– 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

Michael Mattimore
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SECTION 8 – Performance Pay

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

SECTION 9 – 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 10 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Michael Mattimore
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Article 26
UNIFORM AND INSIGNIA

SECTION 1 – Uniform and Insignia for Correctional Officers and Institutional Security Specialists

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females.

SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 – Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(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

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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.

For the State

Michael Mattimore
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Date

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Kari Seime
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.

For the State

Michael Mattimore
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Date

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Kari Seime
Chief Negotiator

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Article 28
TRAVEL EXPENSES

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Kari Seime
Chief Negotiator

Date

Article 30
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Kari Seime
Chief Negotiator

Date

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement

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

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

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

SECTION 2 – Memorandum of Understanding/Settlements

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

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Chief Negotiator

Date

Article 3

DUES DEDUCTION

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

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

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

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

SECTION 2 – Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of the Teamsters Local 2011 or his designee, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency division, district, institution, and amount deducted, of the employees for whom the remittance is made

SECTION 3 – Insufficient Pay for Deduction

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

SECTION 4 – Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either : (1) revoked by the employee providing the state and the Union with thirty (30) days written notice that he is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the Association shall, upon notice of the error, reimburse the employee for the deduction that were improperly withheld.

SECTION 5 – Identification

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

SECTION 6 – Processing the Dues Check-off Authorization Form

(A) The Dues Check-off Authorization Form (Appendix ^D~~B~~) supplied by the Association shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining unit employees who wish to initiate dues deduction; (3) contain all the information required for processing prior to submission to the state.

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

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the state more than sixty (60) days following the date of the employee's signature will be returned to the Union.

Article 4

WORKPLACE BEHAVIOR/NO DISCRIMINATION

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

(A) The state and the Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

(B) The Union shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Department of Management Services.

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

(D) The Union agrees to support the state's current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 -Non-Discrimination Policy -Union Membership

Neither the state nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the state nor the Union shall discriminate against an employee because of membership or non-membership in any employee organization.

SECTION 3 - Workplace Behavior

(A) The state and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with dignity and respect.

(B) Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. This Section is not subject to the grievance procedure in Article 6; however, if an employee believes he or she has been subjected to inappropriate behavior, the employee is encouraged to report this behavior to the Human Resources Office in writing, on the designated form.

Article 5 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 certification requirement.

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 ~~Staff Representatives~~ Business Agents. The state will not recognize any person as a ~~Staff Representative~~ Business Agents whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union ~~Grievance Representatives~~ 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 ~~Grievance Representative~~ Union Steward. The state shall not recognize an employee as an authorized ~~Grievance Representative~~ 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 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~~ Business Agent or Steward.

(E) A violation of these provisions by a Union ~~Staff-Representative~~ 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 President of the Union or designee, the state will, on no more than on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the President of the Union upon written request, at no cost.

(B) The Union agrees that the home addresses and telephone numbers of employees shall remain confidential pursuant to section 119.07, Florida Statutes. The Union will not disclose the home addresses and telephone numbers of employees to third parties including, but not limited to, sale of the information to other persons or parties.

(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 10 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 shall be during the regular working hours of the employee and shall be to investigate an

employee's grievance.

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

SECTION 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 class. The Union President or designee will be notified 14 days in advance of new employee training.

SECTION ~~7~~ 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 (3) 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 (3) 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.

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two (2) Union representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Union Staff Representative. A copy of all requests shall be served on both the agency and the Union at their principal offices.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and 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 (7) 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 ~~8~~ 9 - Negotiations

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.

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Section 110.117, Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement.

SECTION 2 – Election of Remedy and Representation

(A) If an employee 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 employee 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 employee or the Union. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this 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 employee is represented by the Union, any decision agreed to by the state and Union shall be binding on the employee.

(C) Where Union representation is requested by an employee, the employee's representative shall be selected from the list of Union Grievance Representatives or Union ~~Staff Representatives~~ 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 an employee selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance at the Oral Step and to represent the grievant at Oral Step and Step 1

meetings held during regular work hours. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

(b) Investigations will be conducted in a way that does not interfere with 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 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 an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

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

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this 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 employee chose not to be represented by the Union.

(F) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the state or the 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 is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 14 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting the grievance 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 employee or the employee's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

~~(b) If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 14 days following the occurrence of the event giving rise to the grievance.~~

~~(e b)~~ Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

~~(d 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.

~~(e 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 employee elects to utilize the oral discussion step and the grievance is not resolved, the employee or the designated employee representative may submit it in writing to the Step 1 management representative within 14 days following the receipt of the oral step decision. If the employee 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 14 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, 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 employee and the employee's representative, if any, within 14 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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 employee or the employee's representative may submit it in writing to the Agency Head or designated representative within 14 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

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

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

(a) If a grievance is not resolved at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Department of Management Services within 14 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services may meet with the Union President or designated Union representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee and the Union President or designated Union representative within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

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

(6) Arbitration

(a) If a grievance 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 within 14 days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying member of the Union, the employee 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 (5) arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(d) Arbitration hearings shall be held 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) 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 considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

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

2. The arbitrator's decision shall be in writing, 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.

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

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

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

(f) 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.

(g) 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.

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 14 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 shall list the employees

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 14 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

Article 7 DISCIPLINE AND DISCHARGE

SECTION 1 - Disciplinary Action

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Such actions against employees with permanent status in their current position for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I. The Department of Corrections and the Department of Children and Families will not utilize cumulative discipline. Disciplinary actions shall be subject to the grievance procedure as follows:

~~(1) Oral reprimands shall not be grievable under the provisions of this Agreement. The Department of Corrections will not issue Oral Reprimands.~~

~~(2) An oral reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 12 months, and in such cases the employee may request that an existing Oral Reprimand contained in his official personnel file be marked "expired."~~

~~(1) The state may issue Counseling Notices or Supervisory Counseling Memoranda, which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, and are not grievable, and shall not become part of the employee's official personnel file. However, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate that the employee was on notice of the performance deficiencies or conduct concerns, so long as the performance deficiencies or conduct concerns indicated in documentation occurred within the six months immediately prior to the administrative hearing.~~

~~(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; the decision at that level shall be final and binding through the arbitration step of the grievance procedure.~~

(4) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

~~(B) A complaint by an employee with permanent status in his current position concerning any written reprimand which contains criminal allegations or criminal charges may be grieved through the arbitration step of the grievance procedure.~~

(~~C~~ B) If filed within 14 calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in his current position concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal may be grieved at Step

1 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.

(DC) Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

(ED) ~~For employees in the Department of Corrections, the following shall apply:~~

(1) If ~~the Department of Corrections an agency~~ issues a disciplinary suspension to an employee and the employee files an appeal to the Public Employees Relations Commission (PERC) in the required 21 days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the ~~Department of Corrections suspension~~ shall ~~be have the option to~~ stay ~~the suspension~~ for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If ~~at the end of the 90 calendar day period the Department of Corrections stays the suspension, and~~ PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the ~~Department of Corrections agency~~ may proceed with the disciplinary suspension.

(2) The ~~employee Department~~ may voluntarily elect to have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. ~~In making such determination, the Department 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, he may elect to use 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 who elect to have their from whom leave ~~is~~ deducted will continue to report for duty during the period of time in which their leave is deducted. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

~~(3) The Department of Corrections may use Records of Counseling or other documentation to describe the employee's work behavior in litigation involving employee discipline.~~

SECTION 2 - Interrogation during Internal Investigations

In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532 and Section 112.533, Florida Statutes.

(A) Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being

advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) Procedures

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counselor any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 3 - Employee Copy

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

SECTION 4 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), Florida Statutes.

SECTION 5 – Representation

Where union representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, a union steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a Union Representative in a predetermination conference, the Union Representative shall be notified of the disposition of the predetermination conference.

Article 9

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 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) "Reassignment" shall mean moving an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean 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.

(F) "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.

(G) "Major institution" shall mean ~~in the Department of Corrections~~, 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 warden or administrator.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in his current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment Transfer, or Change in Duty Station Form (hereinafter "Request Form") (supplied by the agency, and attached as "Appendix C"). Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be reassigned. ~~In the Department of Corrections, an employee in the correctional officer class series may only request reassignment, transfer, or change in duty station from one major institution to another major institution.~~ A State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form, except when the request is for a change in duty station within a major institution.

(B) An employee may submit a Request for Reassignment Form at any time; however, all

such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

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

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

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

(F) Employees in the Department of Children and Families shall have the same access to apply for vacant positions in the Department of Corrections as the employees in the Department of Corrections.

(G) ~~In the Department of Children and Families, 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.

(H) When an employee has been reassigned pursuant to a request filed under this Article, all other pending requests for reassignment from that employee shall be canceled. No other request for reassignment may be filed by the employee under this Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a request filed under this Article, the employee's request shall be canceled and the employee is not eligible to resubmit that request for a period of 12 months from the date the employee declined the offer of reassignment.

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

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station of an employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency, and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action. For the Department of Corrections Article 23, Section 2(E)(2)a of this Agreement applies.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment. such reassignment shall first be made on a volunteer basis, and next, on the basis of seniority with the least senior officer subject to reassignment.

SECTION 4 - Notice

An employee shall be given a minimum of 14 calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 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 and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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 Fiscal Year 2012-13 Teamsters - Security Services Unit Successor Agreement provisions of Section 2(E), Section 3, and Section 4 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.~~

Article 10

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) 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.

(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, or by 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 – Probationary Status on Promotion

(A) An employee who has been appointed to a position must successfully complete at least a one-year probationary period, and shall attain permanent status in that position upon successful completion of the designated probationary period. Such employee shall not lose permanent status in such position or broadband level with the same agency and within the career service system.

~~(B) An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.~~ An employee who has obtained permanent status in a position or broadband level who fails, due to performance, to satisfactorily complete the probation in the promotional position or broadband level shall be demoted to the former position or broadband level previously held by the in an available vacant position.

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

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

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

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

SECTION 5 - Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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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Article 13 SAFETY

SECTION 1- Safety Committee

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

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee both the state and 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.

(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

(A) Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. There shall be a sufficient number of radios in each probation and parole office such that each officer has access to a radio when conducting field work. An officer may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter 33-302.1-04, Florida Administrative Code, as amended February 13, 2012.

(B) If a correctional probation officer is certified to carry a firearm, the employee is authorized to carry his weapon and 2 additional ammunition magazines at all times while on duty, including coming to and from work.

SECTION 6 - Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(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.

SECTION 7 - Personal Safety Equipment and Vehicles

(A) Any and all safety equipment issued by the Department of Corrections and used by Employees shall comply with manufacture safety standards for:

(1) Bullet-Proof Vests;

(2) Radios, which must also be compatible with local law enforcement frequencies for correctional probation officers working in the field; and

(3) Personal Protection Equipment.

(B) Any and all State-owned vehicles used by Employees must comply with state and federal DOT standards for commercial vehicles and be in sound working order. Under no circumstances shall an Employee be held financially responsible for towing and/or repair costs if a State-owned vehicle breaks down while being used by an Employee.

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 may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter 33-302.1 04, Florida Administrative Code, as amended February 13, 2012.

SECTION 6 -Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(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.

Article 18
LEAVES OF ABSENCE

SECTION 1-Leaves

(A) 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.

(E) Employees shall not be required to use special compensatory leave prior to the use of annual leave and regular compensatory leave. Employees shall not be required to use special compensatory leave for activities conducted pursuant to Section 2 below.

SECTION 2 -Negotiation Committee

(A) The term “Negotiation Committee Time,” as used in this Agreement, shall mean time granted to an employee serving on the Negotiation Committee to attend negotiation preparatory meetings and negotiation sessions, and shall count as time worked.

(B) The Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted ~~administrative leave~~ Negotiation Committee Time (“NCT”) to attend negotiating sessions with the state. ~~An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave and 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 An 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 and negotiation preparatory meetings. 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 one thousand (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; however, an employee shall not be required to work additional hours during the work period to offset NCT.~~ The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(B) No more than two (2) employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 3 -Union Activities

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

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 for the Department of Corrections is eight (8) hours, ten (10) hours for its employees assigned to public or Department of Transportation work squads, or twelve (12) hours. The parties agree that the issue of the hours in a normal work day for Department of Corrections' employees may be a subject of negotiation at any time during the term of this agreement.

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide 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 allow employees to use compensatory leave credits as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) The Union 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.

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 (2) workweek schedule; however, the state will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may 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 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 (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

SECTION 4 - Court Appearances

If a correctional officer Or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of 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) 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) Employees with a special compensatory leave balance in excess of 240 hours as of June 30, 2012 will be allowed to use hours above 240 (the "Excess Hours") for a period of 10 years ("Phase-Out Period"). The 10 year period will begin on June 30, 2013 and will end on June 30, 2023. Excess hours not used by June 30, 2023 will be eliminated from the employee's leave balance and will have no value thereafter. 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.

July 1,
2013

(2) During the term of this Agreement, if an employee has a special compensatory leave balance of at least 540 hours, an employee may request, and receive, a one-time payout of up to 300 hours payable at a discounted rate of 75% of the employee's current rate of pay.

(3) If a Bargaining Unit employee separates from his employing agency during the Phase-Out period, the employee will receive compensation for all special compensatory leave earned before June 30, 2012 at his current rate of pay.

(4) An employee may be required to reduce special compensatory leave credit

balances above 240 hours. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days notice of such leave. Such required leave shall be scheduled in increments of time equal to the employee's normal hours of work, at a minimum of eight (8) hour increments if such hours are available.

(C) Special Compensatory Leave Earned On or After July 1, ~~2012~~ 2013:

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, ~~must be 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, ~~must be 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~~ 2013, 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) If scheduling such leave within the 180 calendar day extension would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency must compensate the employee for the leave, at the expiration of the 180 days, at the employee's current rate of pay.

~~(4) No agency may make a payout of unused special compensatory leave 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.~~

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.

Article 25

WAGES

SECTION 1 - Pay Provisions -General

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

Officers who have been employed in a position within their respective agency (i.e. DOC, DCF) for the duration indicated below shall receive the following wage increase to their base rate of pay effective July 1, 2013:

0-3 years – 3% increase
4-6 years – 5% increase
7+ years – 7% increase

SECTION 2 -Other Pay Provisions

The following provisions shall apply to all appointments of 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 seven and one-half percent

(57.5%) 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. An exception to this provision shall be 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, in which case the employee shall receive the same amount upon increase as was received when demoted. 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.

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

In accordance with the authority provided in the Fiscal Year 2012-13 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 - Cash Payout of Annual Leave

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

SECTION 5 - Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary

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

SECTION 6 - Savings Sharing Program

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

SECTION 7 – Wage Increase “Me Too” Clause

The members of the bargaining unit shall receive all cost of living adjustments (COLA) and, or any other uniformly applied wage increases (i.e. “across the board raises”) at the same percentage level of those offered to other bargaining units of state employees.

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 8 standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate Sizes, designed and cut for females.

SECTION 2 - Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 - Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(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

TEAMSTERS LOCAL 2011 PROPOSAL
12.03.12

Employees shall be required to wear Class "A" uniforms for the following occasions only: executions, funerals, and court appearances.

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.~~ the current General Appropriations Act and, if provided, the Summary Statement of Intent.

FY 2013-14

Article 28

TRAVEL EXPENSES

SECTION 1 – Travel Expenses – Institutions - General

With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with section 112.061, Florida Statutes, with the exception of Section 2 below. The state will ~~make a good faith effort to pay~~ travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 – Travel Expenses – Institutions - “Hospital Duty”

All officers required to use their own vehicles for hospital duty, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.

SECTION 3 – Travel Expenses – Community Corrections

All officers who use their own vehicles to conduct field work and/or to attend court proceedings and/or training, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.

Article 32

ENTIRE AGREEMENT

SECTION 1 — Agreement

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

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

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

SECTION 2 - Memorandum of Understandings Settlements

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

Teamsters- Security Services Bargaining Unit- (08) Fiscal Year 2013-14		
Union/Issue	Estimated Cost	Comments
Article 13(5): Provides hand-held radios to all employees required to work in an area with no cell reception.	Indeterminate	
Article 18(1): Provides employees shall not be required to use special compensatory leave prior to the use of annual or regular compensatory leave.	Indeterminate	
Article 19: Increases the amount provided for replacement of personal property from \$300 to \$750 for prescription glasses and total allowable per incident from \$600 to \$1000		The cost of an increase of \$400 per incident for the replacement of personal property is dependent on the number of incidents that occur.
Article 23(6)(B): Provides employees with special comp leave balances in excess of 240 hours as of June 30, 2012 the ability to use the hours in a 10 year "phase out" period, or they will be eliminated with no value after 2023. Members with balances in excess of 540 hrs may receive a one time payout of up to 300 hours at 75% of the employees current rate of pay. If a member separates during the phase out period, special comp leave balances will be paid at the current rate of pay.	Indeterminate but significant	Special Compensatory Leave issues are to be discussed.
Article 23(6)(C): Provides employees earning special comp leave after July 1, 2013 180 days to use the leave. If scheduling the leave will create staffing issues the agency must compensate the employee for the leave at the expiration of the 180 days, at the current rate of pay.	Indeterminate but significant	Special Compensatory Leave issues are to be discussed.
Article 24(2): Provides a minimum of 2 hours pay for employees called in for a meeting on a day other than a scheduled work day.	Indeterminate	
Article 25(1): Provides at least a 3% increase in base pay for all DOC officers, 5% for those employed more between 4 and 6 years, and 7% for those with 7 or more years of service.	\$44.5M	Calculation is based on current active employees and excludes vacancies. People First was the source of data for the calculation- Retirement and FICA included.
Article 25(7): Provides members of the bargaining unit shall receive all cost of living adjustments and other uniformly paid wage increases at the same percentage level of those offered to other employees.	Indeterminate but significant	The Governor's Recommended Budget for Fiscal Year 2013-2014 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2013-2014. State employee wage and benefit recommendations will be presented at a later date.
Article 27: Propose that the State agree to administer the State Employees Group Health Self-Insurance Plan in accordance with the GAA.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2013-2014 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2013-2014. State employee wage and benefit recommendations will be presented at a later date.
Article 28, section 2: Propose reimbursement at current federal mileage rates for officers who use their own vehicles for work.	\$698,956	Based on FY 2011-12 expenditures of \$2.6M at the state rate of \$0.445 per mile. Assuming an average of 5.8 M miles, the 2013 Federal mileage rate of \$0.565 per mile was used to calculate the increase in cost.

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 5, 2013
Fiscal Year 2013-14 Successor Negotiations - All Articles Open for Negotiation
Articles at Impasse: 3, 4, 5, 6, 7, 9, 10, 13, 18, 23, 25, 26, 27, 28, 30, and 32

Article	State's Last Proposal	Union's Last Proposal	Comments
3 – Vacant	State Proposal of 01-09-13: Status quo	Union Proposal of 12-03-12: Proposes reinstatement of former Dues Deduction article and contract language that was removed/vacated as a result of Fiscal Year 2011-12 legislative impasse resolution.	A certified bargaining agent is authorized by s.447.303, F.S., to have dues deducted from the pay of union members; therefore authorization is not required in the collective bargaining agreement.
4 – No Discrimination	State Proposal of 01-09-13: Status quo	Union Proposal of 02-04-13: Proposes title change to <u>Workplace Behavior/No Discrimination</u> ; adds a new Section 3 regarding workplace behavior, proposing an environment that fosters mutual respect and professionalism where employees are expected to treat others with dignity and respect; inappropriate workplace behavior is not subject to the grievance procedure, however the employee is encouraged to report this behavior to the Human Resources Office in writing.	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of February 5, 2013
Fiscal Year 2013-14 Successor Negotiations - All Articles Open for Negotiation
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Article	State's Last Proposal	Union's Last Proposal	Comments
5 – Union Activities and Employee Representation	<p>State Proposal of 02-05-13:</p> <p>Section 1 – proposes similar definition of “Training Academies” to mean any location where training is conducted to meet <u>initial</u> certification requirements.</p> <p>Section 2 – agrees with the union’s proposal.</p> <p>Section 4 – agrees with the union’s proposal; moves this language from Section 6.</p> <p>New Section 7 – New Employee Orientation and Training Academies – provides the union a 15-minute period to address new employees at orientation or training academies; 14-day advance notice to union whenever practicable.</p>	<p>Union Proposal of 02-04-13:</p> <p>Section 1 – proposes definition of “Training Academies” to mean any location where training is conducted to meet certification requirement.</p> <p>Section 2 – amends references to employee representatives based on the Teamsters’ terminology, i.e. stewards and business agents.</p> <p>Section 4 – moves language from Section 6; proposes the state provide accredited representatives information, documents, or other public records for the investigation of an employee’s grievance.</p> <p>New Section 7 – New Employee Orientation, and Training Academies – proposes the union be permitted a 15-minute presentation to address new employees at orientation or training academies, with 14-day notice to union in advance of new employee training.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure	<p>State Proposal of 01-25-13:</p> <p>Section 2 – proposes that actions appealable to PERC under section 110.227(5), F.S., i.e., suspension, reduction in pay, demotion, involuntary transfer of more than 50 miles by highway, and dismissal, be appealed exclusively to PERC and not be subject to the grievance procedure in Article 6; the choice of remedies is also struck in Article 7, Discipline and Discharge.</p> <p>Section 3(E)(1) – proposes the option of initiating a grievance at the oral discussion step or at Step 1, the initial written step.</p> <p>Section 3(E)(5) – proposes option of grievance mediation <u>after the grievance has been appealed to arbitration</u>, but before a hearing is scheduled.</p> <p>Section 3(E)(6) – proposes an expedited arbitration hearing be conducted where there is a threshold issue regarding arbitrability (such as timeliness); another arbitrator will hear substantive issues.</p>	<p>Union Proposal of 02-04-13:</p> <p>Section 2 – proposes status quo; rejects state proposal for PERC to be the exclusive remedy for disciplinary actions.</p> <p>Section 3(E)(1) – agrees with state proposal.</p> <p>Section 3(E)(5) – proposes status quo that provides a grievance may be submitted to mediation either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled.</p> <p>Section 3(E)(6) – rejects state proposal</p>	

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<p>7 – Discipline and Discharge</p>	<p>State Proposal of 01-25-13: Section 1 – proposes reductions in base pay, demotions, involuntary transfers of more than 50 miles, suspensions, and dismissals are not subject to the grievance procedure in Article 6, but may be appealed to the Public Employees Relations Commission as the exclusive remedy for such actions;</p> <p>moves language from Article 12, Section 3 and amends: counseling is not discipline and is not grievable, and will not become part of the employee's official personnel file, but may be used by the state in an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns;</p>	<p>Union Proposal of 02-04-13: Section 1 – proposes the Department of Corrections and Department of Children and Families will not utilize cumulative discipline; rejects state proposal for PERC as the exclusive remedy for certain disciplinary actions;</p> <p>moves language from Article 12, Section 3 and amends: the state may issue Counseling Notices or Supervisory Counseling Memoranda which shall not become part of the employee's official personnel file; such documentation may be used by the state in an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns, so long as the issues in the documentation occurred within 6 months immediately prior to the administrative hearing;</p>	<p>An employee currently has the option of appealing disciplinary actions referenced in Section 1 to PERC, or grieving such actions utilizing the grievance procedure in Article 6. The state proposes PERC as the exclusive remedy for review of such actions. Benefits: the high cost of arbitrations vs. <u>PERC</u> at no cost to the agencies; scheduling difficulties with arbitrators vs. an <u>expeditious hearing and decision from PERC</u>; <u>experienced hearing officers</u> familiar with agency missions; <u>PERC orders are published providing guidance to agencies</u> when similar issues arise; and appeals to district courts.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
7 – Discipline and Discharge (continued)	<p>Section 1 (continued)</p> <p>written reprimands may be grieved only up to Step 2;</p> <p>proposes status quo; rejects union proposal;</p> <p>proposes status quo language that provides the <u>agency</u> may deduct special compensatory leave in lieu of the employee serving the suspension;</p> <p>strikes references to oral reprimands, progressive discipline, and written reprimands containing criminal allegations or criminal charges being grievable to arbitration.</p> <p>Section 5 – proposes status quo; rejects union proposal.</p>	<p>Section 1 (continued)</p> <p>written reprimands may be grieved through the arbitration step;</p> <p>extends current language that is specific to the Department of Corrections regarding a stay of suspension to all agencies with bargaining unit employees, and gives the employee, not the agency, the option to stay the suspension;</p> <p>the <u>employee</u> may <u>voluntarily elect</u> to have special compensatory leave deducted in lieu of serving a suspension;</p> <p>agrees with the state proposal.</p> <p>Section 5 – proposes where an employee is represented by the union in a predetermination conference, the union representative shall be notified of the disposition of the conference.</p>	<p>Information from the Department of Corrections indicates that in a majority of cases, the wardens currently defer to employee preference.</p> <p>The Department of Corrections responds it is the employee's obligation to inform his representative of the outcome.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
9 – Reassignment, Transfer, Change in Duty Station	<p>State Proposal of 01-09-13:</p> <p>Section 2 – extends the title of the request form as proposed by the union on 12-04-12; provides when an employee has been reassigned pursuant to a request filed under this article, no other request may be filed for a period of 12 months; rejects union proposal for reassignment of DCF Institutional Specialists to DOC Correctional Officers.</p>	<p>Union Proposal of 02-05-13:</p> <p>Section 1 – proposes the definition of “Major Institution” be amended to include the main facility and satellite/sister facilities under the control of one warden (DOC) or <u>administrator</u> (DCF).</p> <p>Section 2 – proposes employees in DCF have the same access to apply for vacant positions in DOC.</p>	<p>The Department of Corrections responds that officers in both agencies are “certified”, but their training is substantially different which would preclude the type of agency-to-agency movement proposed by the Union. The fact that class titles (correctional officers and institutional security specialists) are different suggests differentiation was made when classifications were established for these positions. Employees may apply for any vacancy for which they are qualified however the state is not supportive of a contractual reassignment procedure as proposed that would be grievable to arbitration.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
9 – Reassignment, Transfer, Change in Duty Station (continued)	<p>Section 3 – proposes status quo language providing authority for agencies to effect an involuntary reassignment, transfer, or change in duty station of an employee according to the needs of the agency; rejects union proposal;</p> <p>proposes status quo language that provides the agency will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignments; rejects union proposal.</p> <p>Section 6 – proposes status quo language providing grievability to Step 3; rejects union proposal.</p>	<p>Section 3 – proposes contract language from a previous contract providing the agency will make a good faith effort to effect involuntary reassignment, transfer, or change in duty station only when dictated by the needs of the agency, and will take into consideration the needs and circumstances of the employee prior to taking such action; proposes for DOC that Article 23, Section 2(B)(2) applies;</p> <p>proposes in instances where the Department of Corrections determines than an excessive caseload at a probation office requires the reassignment of an officer, such reassignment shall first be made on a volunteer basis and next on the basis of seniority with the least senior officer subject to reassignment.</p> <p>Section 6 – proposes striking prohibition to grieve provisions of this article, thereby allowing grievances involving this article to be appealed to arbitration.</p>	<p>Article 23, Section 2(B)(2) is specific to employee shifts, shift changes, and regular days off (hours of work), not reassignments.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
10 – Promotions	<p data-bbox="401 1293 431 1654"><u>State Proposal of 02-05-13:</u></p> <p data-bbox="435 1157 542 1654">Proposes status quo language with the addition of DOC Procedure 208-005 added as Appendix D in Section 3.</p> <p data-bbox="583 1226 651 1654">Section 4 – proposes status quo language; rejects union proposal.</p>	<p data-bbox="401 758 431 1129"><u>Union Proposal of 02-04-13:</u></p> <p data-bbox="583 583 797 1129">Section 4 – Proposes an employee who has attained permanent status in his position shall not lose permanent status in such position or broadband level with the same agency and within the career service system.</p>	<p data-bbox="583 195 906 562">Union proposal conflicts with Section 110.217(2), F.S.; permanent status is attained <u>only</u> in the <u>employee's</u> current position upon successful completion of the probationary period; there is no permanent status in the career service system.</p>
13 – Safety	<p data-bbox="1062 1293 1092 1654"><u>State Proposal of 01-25-13:</u></p> <p data-bbox="1096 1394 1127 1654">Proposes status quo</p>	<p data-bbox="1062 758 1092 1129"><u>Union Proposal of 02-04-13:</u></p> <p data-bbox="1096 596 1419 1129">Section 5 – proposes a sufficient number of radios in each probation and parole office such that each officer has access to a radio when conducting field work; authorizes correctional probation officers certified to carry a firearm to carry his weapon and 2 additional ammunition magazines at all times while on duty and traveling to and from work.</p>	<p data-bbox="1062 327 1159 562">Cost estimate: indeterminate but significant</p> <p data-bbox="1162 195 1453 562">Cell phones/radios: The Department of Corrections' LBR request for 2013-14 includes \$2,572,500 for radio communication system replacement and \$291,031 in recurring costs for soft body armor.</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
13 – Safety (continued)		<p>New Section 7 – Personal Safety Equipment and Vehicles – proposes all safety equipment issued by the Department of Corrections comply with manufacturer safety standards for bullet-proof vests, radios, and personal protection equipment; all state-owned vehicles used by employees must comply with state and federal DOT standards for commercial vehicles and be in sound working order; no employee to be held financially responsible for towing or repair costs of a state-owned vehicle.</p>	<p>Firearms: The Department of Corrections is amending its Use of Force Procedure authorizing P&P officers to have firearms secured in individual lockboxes (provided by the agency) at their work stations.</p> <p>Staffing: The Department of Corrections' LBR request for 2013-14 includes \$12,450,912 for additional staffing.</p>

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18 – Leaves of Absence	<p>State Proposal of 01-09-13:</p> <p>Status quo</p>	<p>Union Proposal of 02-05-13:</p> <p>Section 1 – proposes employees shall not be required to use special compensatory leave prior to the use of annual or regular compensatory leave, or be required to use special compensatory leave for negotiation committee time.</p> <p>Section 2 – proposes “Negotiation Committee Time” defined as time granted to an employee serving on the union’s negotiation committee to attend negotiation preparatory meetings and negotiations sessions, and shall count as <u>time worked</u>; an employee <u>shall be credited with the number of hours in the employee’s regular workday for any day the employee is in negotiations and negotiation preparatory meetings</u>; the hours will not be counted as hours worked <u>for the purpose of computing overtime, however an employee shall not be required to work additional hours during the work period to offset the negotiation committee time.</u></p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
<p>23 – Hours of Work/Overtime</p>	<p>State Proposal of 01-25-13: Section 1(A) – Proposes the normal workday is 8 hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is 10 hours.</p> <p>Section 1(D) – clarifies management's right to approve time off for its employees; failure to approve requests for time off shall not be grievable.</p>	<p><u>Union Proposal of 12-04-12:</u></p> <p>Section 6(B) – Special Compensatory Leave Earned Prior to July 1, 2012: proposes for employees with special compensatory leave balances in excess of 240 hours as of June 30, 2012, a ten-year “phase-out period” to reduce special compensatory leave balances; excess hours not used by June 30, 2023 will be eliminated; for employees with special compensatory leave balances of at least 540 hours, the employee may request and receive a one-time payout of up to 300 hours payable at a discounted rate of 75% of the employee's current rate of pay; for employees who separate from the employing agency during the phase-out period, pay all special compensatory leave earned before June 30, 2012 at the employee's current rate of pay; employees may be required to reduce special compensatory leave credit balances, but only balances above 240 hours, and required leave shall be scheduled in increments of time equal to the employee's normal hours of work.</p>	<p>Cost estimate: indeterminate but significant</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
23 – Hours of Work/Overtime (continued)		<p>Section 6(C) – Special Compensatory Leave Earned On or After July 1, 2013: proposes if scheduling of special compensatory leave within the 180 calendar day extension would prevent the agency from meeting minimum staffing requirements to ensure public safety, the agency must compensate the employee for the leave at the expiration of 180 days, at the employee's current rate of pay; proposes striking prohibition for payout of unused special compensatory leave earned on or after July 1, 2012.</p> <p>Section 6(D) – proposes striking that 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.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages	<p>State Proposal of 01-30-13:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act; increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.</p> <p>Section 2 – Proposes Unemployment Rate Incentive as provided in the Governor's Budget Recommendations</p> <p>Section 3 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations</p> <p>Section 4 – Proposes Recidivism Reduction Incentive as provided in the Governor's Budget Recommendations</p> <p>Section 5 – Proposes Temporary Special Duties Pay Additive for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.</p>	<p>Union Proposal of 12-03-12:</p> <p>Section 1 – proposes base rate of pay increases based on years of service with their respective agencies, effective July 1, 2013:</p> <p>0-3 years – 3%</p> <p>4-6 years – 5%</p> <p>7+ years – 7%</p>	<p>Cost estimate: \$44.5 million</p>

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Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 6 – Proposes employees may be given the option of receiving up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S.</p> <p>Section 7 – Proposes each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.</p> <p>Section 8 – Proposes 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), F.S.</p>	<p>New Section 7 – Wage Increase “Me Too” Clause – proposes cost of living adjustments and any other uniformly applied wage increases at the same percentage level of those offered to other bargaining units of state employees.</p>	<p>Cost estimate: indeterminate but significant</p>

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25 – Wages (continued)	Section 9 – Proposes that in the event the 2013 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, or any other relevant statutes.		
26 – Uniform and Insignia	<u>State Proposal of 01-09-13:</u> Status Quo – rejects union proposal	<u>Union Proposal of 12-03-12:</u> New Section 4 – Class “A” Uniforms – proposes employees shall be required to wear Class “A” uniforms only for executions, funerals, and court appearances.	The Department of Corrections has revised its uniform procedure excluding the wearing of Class “A” uniforms while on hospital duty.
27 – Insurance Benefits	<u>State Proposal of 01-09-13:</u> Status Quo	<u>Union Proposal of 12-04-12:</u> Proposes the state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the current General Appropriations Act (FY 2013-14) and, if provided, the Summary Statement of Intent.	Cost estimate: indeterminate

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28 – Travel Expenses	<p>State Proposal of 01-09-13:</p> <p>Status quo – rejects union proposal</p>	<p>Union Proposal of 12-03-12:</p> <p>New Section 1 – Institutions – General – proposes payment of travel vouchers within 30 days.</p> <p>New Section 2 – Institutions – “Hospital Duty” – proposes all officers required to use their own vehicles for hospital duty are to be reimbursed at the current federal mileage rate.</p> <p>New Section 3 – Community Corrections – proposes all officers who use their own vehicles to conduct field work, to attend court proceedings or training be reimbursed at the current federal mileage rate.</p>	<p>Cost estimate: \$698,956</p> <p>When the hospital assignment is closer to the officer's home than is the institution where he works, the Department of Corrections considers the hospital to be his duty station for that day; therefore no reimbursement is warranted, just as though he had reported to the institution. The Department of Corrections is unaware of any instances where an officer was required to report to a hospital that was farther from his home than the institution. In those cases, the agency's practice is to have the officer report as usual to his institution, then take a pool vehicle to the hospital.</p>

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30 – Vacant	<u>State Proposal of 01-09-13:</u> Status quo – rejects union proposal for new Mandatory Meetings article.	<u>Union Proposal of 02-04-13:</u> Proposes Mandatory Meetings article; proposes management make a good faith effort to schedule all mandatory meetings during an employee's scheduled workday and/or abutting to an employee's scheduled workday; if an employee is required to attend a meeting that does not occur before or after his scheduled workday, he will be paid a minimum of 2 hours.	Cost estimate: indeterminate Given the nature of the Department of Corrections' 24/7 operation, some officers will be called in to attend meetings on their days off. Most meetings last for over an hour and officers are paid for the time they are in attendance.
32 – Entire Agreement	<u>State Proposal of 01-25-13:</u> Grammatical change only; rejects union proposal	<u>Union Proposal of 12-03-12:</u> Section 1 – proposes striking current language providing that this supersedes and cancels all prior practices and agreements, and constitutes the complete and entire agreement between the parties.	
34 – Duration	<u>State Proposal of 01-09-13:</u> Proposes 1-year agreement to expire June 30, 2014.		

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 4
NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Disability

(A) The **Ss**tate and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of unlawful discrimination with an agency head or designee. If the matter is not resolved, the Union can consult with the Chief Labor Negotiator of the Department of Management Services.

(C) Any claim of unlawful discrimination by an employee against the **Ss**tate under this Section, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination - Union Activity

(A) Neither the **Ss**tate nor the Union shall interfere with the right of employees to become or refrain from becoming members of the Union, and the Union shall not discriminate against any employee because of membership or non membership in any employee organization.

(B) Union claims of discrimination against the **Ss**tate, its officers or representatives, shall be remedied only through the Public Employees Relations Commission or such other administrative proceedings provided by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 – Definition

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

SECTION 2 - Selected Exempt Service Rule Interpretations

The **S**state will maintain on the Department of Management Services’ website any written interpretations of the Rules of the State Personnel System.

SECTION 3 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the **S**state and the Union.

(B) Upon request by the Union, an agency head or designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place agreed to by the **A**agency head or designee and the Union.

(C) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects employees. No meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 - Bulletin Boards

(A) Where requested in writing, and where justified by the number of employees affected, the Sstate agrees to furnish at State institutions where employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

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

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 5 - Employee Lists

Upon request of the Union, the Sstate will provide the Union with a list giving the name, home address on file, classification title, and gross salary and location of employment for each employee (unless the home address and location of employment are confidential under applicable law). This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the Sstate of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 6 - Selected Exempt Service Class Specifications and Rules of the State Personnel System

The Sstate will maintain on the Department of Management Services' website the classification specifications and the Rules of the State Personnel System.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 7 - Negotiations

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

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

SECTION 8 – Employee Assistance Programs

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

SECTION 9 – Charitable Solicitations

Employee participation in charitable drives is voluntary.

SECTION 10 – Representative Access

(A) The Sstate agrees that designated Union Representatives shall have access to State controlled premises where employees are employed.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 11 – Professional Council

(A) A physician's professional council may be organized at a **S**state institution or facility employing more than ten (10) employees, or in the case of Public Health Departments, such councils shall be comprised of up to six (6) physicians in the district. The purpose of the council is to advise the Medical Director or administrator regarding medical policies that govern the institution or facility. The council may meet on a monthly basis at the convenience of the members, provided there is a written agenda prepared in advance and such meetings do not conflict with the council members' primary responsibilities or emergencies. Attendance at such meetings will be with pay. Such professional council shall exist in addition to any other committee or group within the institution or facility.

(B) The council shall consist of no more than six (6) members and not more than one (1) council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 12 –

Employees shall have the rights afforded by the United States and Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in the Union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the **S**state in the terms and conditions of their employment. No grievance may be filed under this contract alleging a violation of this Section. Recourse for a violation of law is as prescribed by the applicable law.

SECTION 13 –

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

SECTION 14 –

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 15 –

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

SECTION 16 –

Where an agency currently provides a toll allowance to employees subject to tolls for access to their work place, the practice shall continue during the term of the agreement.

SECTION 17 –

An employee who wishes to perform other employment outside of state government shall secure approval in advance. Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 6

GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

(B) "Employee" shall mean an 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, excluding any day observed by the **S**state as a holiday for employees pursuant to section 110.117, Florida Statutes.

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

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

(F) "Union Representative" means a non-State employee officially designated by the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - Election of Remedy

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

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision agreed to by the **Ss**tate and the Union shall be binding on the employee.

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

(C) The Executive Director of the Union shall furnish to the **Ss**tate a list of Union Representatives and Grievance Representatives. The **Ss**tate will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 - Procedures

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the **S**state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

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

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative **within 14 days following the occurrence of the event giving rise to the grievance** a grievance form as contained in Appendix B, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the Union Representative to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the Agency Head or designee within fourteen (14) days after following receipt of the decision at Step 1.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Chief Labor Negotiator Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or designee within fourteen (14) days after following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Chief Labor Negotiator of the Department of Management Services, or designee may meet with the Union Representative to discuss the grievance. The Chief Labor Negotiator or designee shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

~~(e)~~ (5) Grievance Mediation

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

~~(5)~~ (6) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C within fourteen (14) days ~~after~~ following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, selected by the ~~S~~state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(c) Arbitration hearings shall be held 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. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

~~(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(b). 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 twenty 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 (5) business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

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

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

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

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy, other than to determine that such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(e) The **reasonable** fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 6 – Exceptions

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

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 (Appendix B) within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service, to which classes within this unit are assigned, is designed to provide the delivery of high quality performance in selected classifications by facilitating the **Ss**tate's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action unless such conduct impairs his effectiveness as an employee. Moreover, the **Ss**tate recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each employee shall serve at the pleasure of the **Aa**gency **Hh**ead and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the **Aa**gency **Hh**ead. No final action will be taken prior to a review by the agency head or designee. Upon written request and receipt of payment, the **Ss**tate shall provide the union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a "peer review" prior to the action being taken. Such "peer review" shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - County Health Department Peer Review Procedures

The **S**state and FPD agree to continue to implement the provisions of the March 9, 1998 Memorandum of Agreement regarding Peer Review within the Department of Health in the County Health Departments.

SECTION 3 – Performance Evaluations

The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.

(A) Performance evaluations shall be directed to identify strengths as well as weaknesses.

(B) Employees shall be evaluated at least annually on the date determined by their agency.

(C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.

(D) The employee shall have the right to submit a written statement to be attached to the written evaluation.

(E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

SECTION 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he may request union representation for the interview to continue.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 8
TERMINATION DUE TO A REDUCTION IN FORCE AND RECALL

SECTION 1 - Reduction in Force

(A) Employees shall be subject to termination, including but not limited to a reduction in force, at the discretion of the **Aagency Hhead**.

(B) The **Aagency Hhead** shall furnish the Union Representative with a copy of any notice terminating an employee as a result of a reduction in force.

(C) The decision of the **Aagency Hhead** regarding termination shall be final and not subject to the grievance procedure of this Agreement.

SECTION 2 – Recall and Consideration

(A) No new employees shall be hired until employees who have been terminated due to a reduction in force and who meet **Sstate** criteria for the respective open position have had an opportunity to refuse or fail to accept recall to the class and the agency from which the employee was terminated. Thereafter, individual agencies will consider qualified employees of the agency, terminated due to a reduction in force, for vacancies in a different class before appointing new employees.

(B) An employee who has been terminated due to a reduction in force will be given ten (10) workdays notice of recall. Notice shall be given by certified mail, return receipt requested, or any other form of delivery that provides a written receipt. The employee shall inform the agency of his acceptance or rejection of reemployment within ten (10) workdays of receipt. In the event the employee does not respond within ten (10) workdays, the agency is released from recall obligations, and the employee will be deemed to have voluntarily resigned from employment by the State. It is the employee's responsibility to keep the agency informed of his current address.

(C) Employees will be eligible for recall for a period not to exceed one (1) year from date of termination due to a reduction in force or until recalled or recall is declined, whichever is sooner.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 3 - Department of Health Recall Procedures

The **S**state and FPD agree to continue to implement the provisions of the March 16, 1998, Memorandum of Agreement regarding employee recalls within the Department of Health.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 9 REASSIGNMENT

Employees are subject to reassignment at the discretion of the **Agency Head**. However, employees shall have the opportunity to request to be considered for vacant positions in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from a position in a broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary and shall be treated as an original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the **Agency Head** or designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

SECTION 3 - Involuntary Reassignment

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment of an employee according to the needs of the agency.

(B) An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting an involuntary reassignment of the employee. An agency shall make a good faith effort to provide thirty (30) calendar days notice but shall provide 14 calendar days notice prior to the agency effecting an involuntary reassignment of the employee that would require a relocation of the employees residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a pay band, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay band. Based on the employee's initial or subsequent appraisal, the agency head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to budget limitations if approved by the Secretary of the Department of Management Services. All acting appointments will be handled and compensated in accordance with Rule 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

(F) Unless a different reporting procedure is prescribed by the Secretary of the Department of Management Services, the employing agency shall promptly report to the Department the initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such adjustments are deemed appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all agency heads, of which a copy shall be provided to the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties 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 occupational profile for the broadband level to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The **Aa**gency **Hh**ead or designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or 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 **Ss**tate will comply with all statutory and rule provisions relating to Chapters 458 and 459, Florida Statutes. The **Ss**tate recognizes that physicians and osteopaths licensed to practice in the State of Florida are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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 **S**state shall comply with all applicable provisions of HIPPA.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency.

(B) Before any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy. If the employee fails to respond the material may be placed in his official personnel file by the agency.

(C) An employee will have the right to review his official personnel file at reasonable times under the supervision of the designated records custodian.

(D) Employees shall not be subjected to local personnel practices which are prohibited or in conflict with **Ss**tate or agency policies.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a **Ss**tate facility which is in violation of an established health or safety rule, the condition shall be reported immediately by the employee in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Failure on the part of the supervisor to comply with Section (B) shall be grievable, but only up to and including Step 3 of the grievance procedure of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 14
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or other items of personal property as have been given prior approval by the agency ~~and the Secretary of the Department of Management Services or designee,~~ as ~~being~~ required ~~by the employee~~ to adequately perform the duties of the position, will be reimbursed as provided herein.

(B) A written report must be filed by the employee detailing the circumstances under which the property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of the property, not to exceed the following amounts, or as otherwise provided for by law:

(1) Watch - \$75

(2) Prescription glasses - \$200 (including any required examination)

(3) Other Items - The Secretary of the Department of Management Services, or designee, shall have final authority to determine the reimbursement value of items other than watches or prescription glasses.

(4) Total allowable per incident - \$500

(D) Reimbursement shall be with the approval of the Agency Head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 15
DRUG TESTING

(A) The Sstate and the Union agree to drug testing of employees in accordance with Ssection 112.0455, Florida Statutes, the Drug-Free Workplace Act and Ssection 944.474, Florida Statutes.

(B) Unless otherwise specified, all classes covered by this Agreement are designated safety sensitive for drug testing purposes in accordance with Ssection 112.0455, Florida Statutes.

(C) In accordance with Ssection 944.474, Florida Statutes and the Department of Corrections Personnel Procedures, all employees in the classes of Physician and Senior Physician within the Department of Corrections shall be subject to random drug testing. In accordance with Article 25 of this Agreement, if Ssection 944.474, Florida Statutes, is repealed, or found unconstitutional or invalid by a court of competent jurisdiction, this subparagraph shall not be applicable, performed, or enforced.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 16
LEAVES OF ABSENCE, HOURS OF WORK

SECTION 1 - Hours of Work, Holidays and Leave

(A) Inasmuch as an employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for employees. Such written procedures, at a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

(B) Employees are entitled to the holidays provided for in **Section 110.117**, Florida Statutes. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee would be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time in accordance with Article 5, Section 2 of this agreement. Each employee is entitled to a personal holiday as governed by the provisions of **Section 110.117**, Florida Statutes.

(C) The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and **Section 110.219**, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - Union Activities

Employees shall have the right to request leave without pay for the purpose of attending Union conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 – Negotiation Committee

(A) The Union may designate certain employees to serve on its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the State. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The agency shall not reimburse employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) employee shall be selected from the same work unit at any one time, nor shall the selection of an employee unduly hamper the operations of the work unit.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 17
TRAINING AND EDUCATION

SECTION 1 - Professional Education

(A) The **S**state will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such leave may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such leave does not interfere with patient services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the dates of absence will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the **S**state from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A), above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be granted eleven (11) days every two calendar years toward the fulfillment of such continuing education requirements. Such time shall be considered time worked.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - Sabbatical Leave

Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 18 WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 – Recidivism Reduction Incentive

The Governor's Budget Recommendations provide for one-time, non-discretionary, lump sum bonus awards to eligible employees in the Department of Corrections in recognition of a decrease in Florida's recidivism rate over the past two years, saving more than \$44 million in prison costs. Awards to eligible Department employees will be \$500, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than July 31, 2013, and are subject to funding as provided in the 2013-14 General Appropriations Act.

SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 6 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 7 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 19
INSURANCE BENEFITS

The **S**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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 20
PER DIEM AND TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on **S**state business in the manner and amounts as provided in **S**section 112.061, Florida Statutes. Employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to conduct bona fide state business, as authorized by the agency:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, **S**section 112.061.

(B) No employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the **S**state.

(C) No employee shall be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 21
PAY PLAN AND CLASSIFICATION OF WORK

SECTION 1 – Pay Plan and Classification Changes

In instances where the State of Florida determines that a position or the occupational profile for the broadband level to which the position or occupational profile is allocated possesses or assumes duties and responsibilities to warrant assignment to a different pay plan, an occupational profile for a broadband level outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten calendar (10) days notice and an opportunity to consult.

SECTION 2 – Exclusions

Specifically excluded are managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, and all persons paid from Other Personal Services (OPS) Funds as defined by **Section 216.011(1)**, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 23
MANAGEMENT RIGHTS

The Union agrees that the Sstate has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the Aagency Hhead and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Aagency Hhead.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 24
ENTIRE AGREEMENT

(A) This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 25
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with **S**ection 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Selected Exempt Service (SES) Physicians Bargaining Unit – Union Proposals

To date the Federation of Physicians and Dentists representing employees in the SES Physicians Unit has not submitted proposals for a successor agreement for Fiscal Year 2013-2014 or responses to the state's proposals. The parties are currently scheduling negotiations and will advise the Committee of the outcome of these meetings.

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State’s Last Proposal	Union’s Last Proposal	Comments
2-Gender Reference	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
3-Vacant	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
4-No Discrimination	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
5-Employee Rights, Management, and Union Communications	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
6-Grievance Procedure	State’s 01-24-13 Proposal: Proposes a grievance form for Appendix B and a request for arbitration form for Appendix C of the Agreement, Parties may, by written agreement, submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled; expedited arbitration hearing be conducted where there is a threshold issue regarding arbitrability (such as timeliness); another arbitrator will hear substantive issues.	No Proposal Offered.	

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State’s Last Proposal	Union’s Last Proposal	Comments
7-Employee Standards of Conduct and Performance	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
8-Termination Due to a Reduction in Force and Recall	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
9-Reassignment	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
10-Classification and Pay Plan	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
11-Classification Review and Professional Practice Scope	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
12-Personnel Records	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
13-Safety	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
14-Replacement of Personal Property	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
15-Drug Testing	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State’s Last Proposal	Union’s Last Proposal	Comments
16-Leaves of Absence, Hours of Work	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
17-Training and Education	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
18-Wages	State’s 01-30-13 Proposal: Pay shall be in accordance with Fiscal Year 2013-14 General Appropriations Act. Provides for other pay provisions: Unemployment Rate Incentive: Provides for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, based on the eligibility requirements in Section 8 of FY 2013-2014 Governor’s Budget Recommendations, to be paid no later than August 30, 2013, subject to funding in FY 2013-2014 General Appropriations Act. Variable Compensation Award: Provides for a discretionary, one-time compensation award of \$5,000 to eligible employees achieving Outstanding job performance and \$2,500 to employees for	No Proposal Offered.	

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State’s Last Proposal	Union’s Last Proposal	Comments
18-Wages (continued)	<p>achieving Commendable job performance based on eligibility requirements in Section 8 of Governor’s FY 2013-2014 Budget Recommendations.</p> <p>Recidivism Reduction Incentive: Provides for a one-time, non-discretionary, lump sum bonus award of \$500, plus applicable taxes to eligible Department of Corrections’ employees based on eligibility requirements in Section 8 of Governor’s FY 2013-2014 Budget Recommendations.</p> <p>Proposes a temporary special duties additive during deployment to a facility or area closed due to an emergency, performance pay, and savings sharing program.</p>		
19-Insurance Benefits	<p>State’s 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	
20-Per Diem and Travel Expenses	<p>State’s 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	
21-Pay Plan and Classification of Work	<p>State’s 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit
Current One-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State’s Last Proposal	Union’s Last Proposal	Comments
22-Vacant	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
23-Management Rights	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
24-Entire Agreement	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
25-Savings Clause	State’s 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 4
NO DISCRIMINATION

SECTION 1 – Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Disability

(A) The **S**state and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of unlawful discrimination with an agency head or designee.

(C) Any claim of unlawful discrimination by an employee against the **S**state under this Section, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 – Non-Discrimination Union Activities

(A) Neither the **S**state nor the Union shall interfere with the right of employees to become or refrain from becoming members of the Union, and the Union shall not discriminate against any employee because of membership or non-membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Union claims of discrimination against the **S**state, its officers or representatives shall be remedied only through the Public Employees Relations Commission or other such administrative proceedings provided by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 5
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Definition

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Federation of Physicians and Dentists, (Union).

SECTION 2 – Union Seminars and Conventions

A designated Union representative may be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions.

SECTION 3 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or designee or the **Aa**gency **Hh**ead or designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place agreed to by the **Ss**tate and the Union.

(B) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects employees. No meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Decision(s) reached through consultation meetings shall be reduced to writing by the **Ss**tate and a copy shall be furnished to the Union.

SECTION 4 - Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. Notices posted on these bulletin boards shall not contain inflammatory material about the **Ss**tate, its officers or employees; nor shall any posted material violate or have the effect of violating law, rule or regulation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

(B) Posted notices must be dated and bear the signature of the Union's authorized representative.

(C) A violation of these provisions shall be a basis for removal of bulletin board privileges by the **A**gency **H**ead.

SECTION 5 - Employee Lists

The **S**state will upon request provide the Union with a list giving the name, home address on file, position title, and gross salary for each employee (unless the home address is confidential under applicable law). This list will be prepared on the basis of the latest information on file at the time the list is prepared.

SECTION 6 – Broadbanding Occupational Level Lists

Upon request, the **S**state will provide a list of position/occupational levels for employees to the authorized Union representative.

SECTION 7 - Representative Access

(A) The **S**state agrees that designated representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the **S**state where employees are employed, consistent with applicable law.

(B) If an area of the **S**state 's premises is restricted to the public, permission may be requested to enter the area; permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance.

SECTION 8 – Negotiations

(A) All collective bargaining is to be conducted with **S**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 **S**state

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at other levels of ~~Ss~~state government.

(B) The Union may designate employees to serve on its Negotiation Committee, and the employees will be granted administrative leave to attend negotiating sessions with the ~~Ss~~state. No employee shall be credited with more than the number of hours in the employee's regular workday for a day the employee is in negotiations. The total number of hours paid employees on the Negotiation Committee during the term of the Agreement shall not exceed two hundred fifty (250) hours. The agency shall not reimburse employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) No more than one (1) employee shall be selected from the same work unit at any one time, nor shall the selection of an employee unduly hamper the operations of the work unit.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 6

GRIEVANCE PROCEDURE

It is the policy of the **Ss**tate and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 – Definitions

(A) A "grievance" shall mean a complaint by an employee or the Union that there has been a violation or misinterpretation of the provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) "Employee" shall mean an employee having a grievance.

(C) "Days" shall mean calendar days, excluding any days observed by the **Ss**tate as a holiday for employees pursuant to section 110.117, Florida Statutes.

(D) "Required Participant" means an employee whose presence at a grievance meeting has been determined necessary by the agency.

(E) "Union Representative" means a Union designated representative.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but the employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Union Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of Step 1 meetings. Written

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and the decision agreed to by the Sstate and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, an adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. The Union shall be given reasonable opportunity to be present at a meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the Sstate a list of Union Representatives and the Sstate will not recognize a person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting is held during the working hours of any required participant, the participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 – Procedures

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Sstate to take the action complained of; subject, however to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of the grievance prior to its submission at Step 2 shall not establish a precedent binding on either the Union or the Sstate in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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Interim Executive Director
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(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative or designee within 14 days following the occurrence of the event giving rise to the grievance a grievance form as contained in Appendix B setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the Union Representative to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the Agency Head or designee within fourteen (14) days after following receipt of the decision at Step 1.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days of receipt of the written grievance.

~~(c) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.~~

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within fourteen (14) days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

For the State

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State's Chief Labor Negotiator

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Interim Executive Director
Federation of Physicians and Dentists

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(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before a hearing is scheduled. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(4) (6) Step 34 - Arbitration

(a) If the grievance is not resolved at Step 2, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C within fourteen (14) days after receipt of the decision at Step 2.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, selected by the State and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(c) Arbitration hearings shall be held 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. If agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (4)(b). 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 twenty 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 (5) business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen

For the State

Mike Mattimore
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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) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law.

(f) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(g) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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Interim Executive Director
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(5) (7) Time Limits

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(b) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(c) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by agreement of the parties.

(d) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

(6) (8) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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Interim Executive Director
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Article 7
EMPLOYEE STANDARDS OF CONDUCT

SECTION 1 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during an investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee prior to the time of the meeting.

SECTION 2 - Employee Election

An employee's rights are not violated where an investigatory proceeding takes place and the employee fails to request representation, unless the employer fails to advise the employee of the purpose of the meeting.

SECTION 3 - State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

SECTION 4 - Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this unit are assigned, is designed to provide the delivery of high quality performance in selected positions by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
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Federation of Physicians and Dentists

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(C) Each employee shall serve at the pleasure of the Agency Head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee. Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

(D) If not available electronically, the State will, upon the payment of appropriate costs, provide the union with copies of public records related to all personnel actions. Requests shall be provided in accordance with Chapter 119, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 8
EMPLOYEE RIGHTS

(A) Employees shall have the rights afforded by the Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in a union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6 of this Agreement; and the right to negotiate collectively with the **Ss**tate in the determination of the terms and conditions of their employment.

(B) The **Ss**tate shall not assist a creditor in collecting any debt unless required by court order or applicable law.

(C) Employee participation in charitable drives is voluntary.

(D) Employees shall not be subjected to prohibited personnel practices or policies.

(E) Each employee shall be provided access to a current copy of his current position description.

(F) Where an agency currently provides a toll allowance to employees subject to tolls to access their work place, the practice shall continue during the term of this agreement to the extent consistent with law.

(G) Employees with the Department of Children and Families, Department of Health, Department of Juvenile Justice and Department of Corrections can seek restitution for property damage or direct medical expenses for injuries caused by sheltered children, foster children, or escapees, inmates or patients of **Ss**tate's institutions in accordance with **Ss**ection 402.181, Florida Statutes. If an agency develops a policy for reimbursement of employees' personal property, the entitlement to such reimbursement shall be incorporated therein by reference.

(H) Employees currently receiving clothing allowances will continue to receive these allowances at existing levels.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 9
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 10
CAREER OPPORTUNITIES

The **Ss**tate and the Union agree that with the advent of online information regarding career opportunities within the Selected Exempt Service, employees have access to information regarding career opportunities. An employee who believes he is qualified for a posted position will be provided an opportunity to submit an application for a career opportunity. The employee shall receive an acknowledgement of receipt of his application.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 11
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this unit, designed to attract and retain qualified personnel consistent with applicable law, 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

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

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Interim Executive Director
Federation of Physicians and Dentists

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(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

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 12
PERSONNEL FILE

(A) There shall be one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file shall only refer to matters concerning the employee's job or related to the employee's **S**state employment.

(B) If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy.

(C) Upon request and the payment of lawful cost, the employee shall receive a copy of material in his file. The **S**state will provide each employee access to his personnel file by electronic means and if the employee has no access to a computer, the state will make a computer available for this purpose.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 13
SAFETY

(A) When an employee believes that a condition exists at a **S**state facility which is in violation of an established health or safety rule, such condition shall be reported immediately by the employee, in writing, to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Complaints which arise under this Article shall be grievable, but only up to and including Step 2 of the grievance procedure in this Agreement.

(D) The parties agree that where an agency has a safety committee created by agency policy to directly address matters of safety related to employees, the union may select one person to serve on the committee.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 14
REVIEW AND PERFORMANCE EVALUATIONS

The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code. Employees shall be evaluated at least annually on the date or dates determined by their agency; such evaluations shall be conducted by the employee's immediate supervisor or designated managerial employee having knowledge of the employee's duties, responsibilities and job performance. The evaluation shall be an assessment of an employee's performance of assigned duties and responsibilities, and shall inform the employee of his strengths and weaknesses. The rater will provide the employee with coaching and meaningful feedback regarding job performance throughout the evaluation period. The rater shall inform the employee in writing throughout the evaluation period of performance deficiencies that could result in a "Below Expectation" or "Unacceptable" rating and corrective action to be taken to facilitate the employee's progress toward meeting performance expectations.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 15
SCOPE OF PROFESSIONAL RESPONSIBILITIES

An employee who is required to be licensed or certified as a condition of employment shall not be assigned duties that directly violate the requirements of his license or certification.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 16
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

An employee who wishes to perform other employment outside of state government shall secure approval in advance. Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 17
DRUG TESTING

The **S**state and the Union agree to drug testing of employees in accordance with **S**section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and **S**section 944.474, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 18
HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE

SECTION 1 - Hours of Work – Excluded Employees

Inasmuch as an excluded employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid, except where a compensatory leave plan has been approved by Department of Management Services and the respective employee's agency. The authorized supervisor shall, by written procedures, establish the work hours and attendance and leave requirements for excluded employees. Such written procedures, as a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, compensatory leave or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the **A**gency **H**head or designee. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

SECTION 2 – Hours of Work and FLSA Overtime for Included Employees

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the employee is a non-exempt (included) or exempt FLSA employee. Employees will be informed of changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

(B) Management retains the right to schedule its employees; however, the **S**tate will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Hours of work in excess of 40 hours in the workweek will qualify full-time included employees (not exempt under the FLSA) for overtime. Payment of overtime shall be in accordance with the provisions of Rule 60L-34.0031, F.A.C.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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(D) Management retains the right to approve or disapprove time off for its employees. However, the Sstate will make a good faith effort, whenever practical, to allow employees to schedule leave as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The Sstate 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 of this Agreement, to Step 2.

SECTION 3 – Leaves of Absence

The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and Ssection 110.219, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 19 HOLIDAYS

SECTION 1 – Recognized Holidays

Employees are entitled to the holidays identified in **Section** 110.117, Florida Statutes. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee will be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management will make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss holiday staffing decisions may be requested by the Union or the agency at any time.

SECTION 2 – Personal Holiday

Each employee is entitled to a personal holiday as governed by the provisions of **Section** 110.117, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 20

TRAINING

The **Ss**tate and the Union recognize the importance of training programs in the development of employees.

SECTION 1 - Employee Training

(A) The **Ss**tate will make every reasonable effort to continue existing training programs and to develop new programs where the State considers such programs to be necessary.

(B) The **Ss**tate will make a good faith effort to provide newly hired employees with a paid on-the-job orientation period to explain procedures, policies and standards of performance expected of the employee, and to provide in-service education programs.

(C) Employees shall ensure that all licensures or certifications required by their position shall remain in good standing. If education or training is required for employees to remain in their position, employees' attendance at required training or education courses shall be considered hours of work. Employees may be reimbursed for the cost of required training and or education to maintain required licensures or certifications as authorized by law.

SECTION 2 - Employee Education

(A) When the **Ss**tate requires an employee to attend short courses, institutes and workshops to improve their performance in their current position, it will be considered time with pay.

(B) Personal leave may be granted for other training purposes if: the employee applies in advance in writing specifying the course and his objectives related to his position, the employee obtains permission of his Agency Head or designee, and the leave does not interfere with agency services.

SECTION 3 - Educational Assistance Plan

The **Ss**tate shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 – Grievability

It is understood that nothing in this Article precludes or in any way limits or restricts the State's right to develop, implement, or otherwise manage the training of employees. Therefore, a claim by an employee or the Union concerning this Article shall not be subject to the grievance procedure of this Agreement except the issue of whether the employee was permitted time with pay to attend required training.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

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Federation of Physicians and Dentists

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Article 21
TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on **S**tate business in the manner and amounts as provided in **S**ection 112.061, Florida Statutes. Employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to conduct bona fide state business, as authorized by the agency:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, **S**ection 112.061.

(B) No employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the **S**tate.

(C) No employee shall be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 22
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or other items of personal property as have been given prior approval by the agency ~~and the Secretary of Management Services or designee,~~ as ~~being~~ required ~~by the employee~~ to adequately perform the duties of the position, will be reimbursed as provided herein.

(1) Watch -\$75

(2) Prescription Glasses - \$200

(3) Other Items – The Secretary of management Services, or designee, shall have final authority to determine the reimbursement value of items other than watches or prescription glasses.

(4) Total allowable per incident - \$500

(B) Reimbursement shall be with the approval of the Agency Head. Approvals shall not be unreasonably denied.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 23
INSURANCE BENEFITS

The **S**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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

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Article 24
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 – Recidivism Reduction Incentive

The Governor's Budget Recommendations provide for one-time, non-discretionary, lump sum bonus awards to eligible employees in the Department of Corrections in recognition of a decrease in Florida's recidivism rate over the past two years, saving more than \$44 million in prison costs. Awards to eligible Department employees will be \$500, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than July 31, 2013, and are subject to funding as provided in the 2013-14 General Appropriations Act.

SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 6 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 7 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

SECTION 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 26
PRINTING OF THE AGREEMENT

Each party to the collective bargaining agreement shall bear its own printing costs; however, during the term of the agreement, the Department of Management Services shall maintain a copy of the Agreement on its website.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 27
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 28
MANAGEMENT RIGHTS

The Union agrees that the **S**state has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the **A**agency **H**head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the **A**agency **H**head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 29
ENTIRE AGREEMENT

(A) This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Article 30
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with **S**section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director
Federation of Physicians and Dentists

Date

Selected Exempt Service (SES) Supervisory Non-Professional Bargaining Unit – Union Proposals

To date the Federation of Physicians and Dentists representing employees in the SES Supervisory Non-Professional Unit has not submitted proposals for a successor agreement for Fiscal Year 2013-2014 or responses to the state's proposals. The parties are currently scheduling negotiations and will advise the Committee of the outcome of these meetings.

**Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation**

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
2 – Gender Reference	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
3 – Vacant	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
4 – No Discrimination	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
5 – Union Activities and Employee Representation	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
6 – Grievance Procedure	State's 01-24-13 Proposal: Proposes a grievance form for Appendix B and a request for arbitration form for Appendix C of the agreement, If a contract language grievance is not resolved at Step 2 of Grievance Procedure the employee may submit the grievance to the Department of Management Services, Step 3, for review, Parties may, by written agreement, submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled; expedited arbitration hearing be conducted where there is a threshold issue regarding	No Proposal Offered.	State's proposal ensures DMS' Step 3 review of contract language grievances, consistent with other agreements. If the grievance is not resolved at Step 3, the union may request arbitration.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	arbitrability (such as timeliness); another arbitrator will hear substantive issues.		
7 – Employee Standards of Conduct	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
8 – Employee Rights	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
9 – Vacant	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
10 – Career Opportunities	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
11 – Classification and Pay Plan	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
12 – Personnel File	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
13 – Safety	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
14 – Review and Performance Evaluations	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
15 – Scope of Professional Responsibilities	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
16 – Employment Outside State Government	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
17 – Drug Testing	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
18 – Hours of Work/Overtime & Leaves of Absence	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
19 – Holidays	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
20 – Training	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
21 – Travel Expenses	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
22 – Replacement of Personal Property	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
23 – Insurance Benefits	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
24 – Vacant	State's 01-24-13 Proposal:	No Proposal Offered.	
25 – Wages	<p>Status Quo.</p> <p>State's 01-30-13 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2013-14 General Appropriations Act.</p> <p>Provides for other pay provisions:</p> <p>Unemployment Rate Incentive: Provides for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, based on the eligibility requirements in Section 8 of FY 2013-2014 Governor's Budget Recommendations, to be paid no later than August 30, 2013, subject to funding in FY 2013-2014 General Appropriations Act.</p> <p>Variable Compensation Award: Provides for a discretionary, one-time compensation award of \$5,000 to eligible employees achieving Outstanding job performance and \$2,500 to employees for achieving Commendable job performance based on the eligibility requirements in</p>	No Proposal Offered.	

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 8 of Governor's FY 2013-2014 Budget Recommendations.</p> <p>Recidivism Reduction Incentive: Provides for a one-time, non-discretionary, lump sum bonus award of \$500, plus applicable taxes to eligible Department of Corrections' employees based on the eligibility requirements in Section 8 of Governor's FY 2013-2014 Budget Recommendations.</p> <p>Proposes a temporary special duties additive during deployment to a facility or area closed due to an emergency, performance pay, and savings sharing program.</p>		
26 – Printing of the Agreement	<p>State's 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	
27 - Vacant	<p>State's 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	
28 – Management Rights	<p>State's 01-24-13 Proposal:</p> <p>Status Quo.</p>	No Proposal Offered.	

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013 – 2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 30

Article	State's Last Proposal	Union's Last Proposal	Comments
29 – Entire Agreement	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
30 – Savings Clause	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 4
NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Disability, Protected Union Activity

(A) The **Ss**tate and the Union shall not discriminate against any employee for any reason prohibited by law. Employees shall have the rights afforded by Article 1, Section 6, of the Florida Constitution and Chapter 447, Florida Statutes. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of unlawful discrimination with an agency head or designee.

(C) Any claim of unlawful discrimination by an employee against the **Ss**tate under this Section, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination - Union Activities

(A) Neither the **Ss**tate nor the Union shall interfere with the right of employees to become or refrain from becoming members of the Union, and the Union shall not discriminate against any employee because of membership or non membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Union claims of discrimination against the **Ss**tate, its officers, or representatives, shall be remedied only through the Public Employees Relations Commission or such administrative proceedings provided by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 – Definition

The term “employee”, as used in this Agreement, shall mean an employee included in the bargaining unit represented by the State Employees Attorneys Guild, (Union).

SECTION 2 - Selected Exempt Service Rule Interpretations

The **S**state will maintain on the Department of Management Services’ website any written interpretations of the Rules of the State Personnel System.

SECTION 3 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place agreed to by the State and the Union. The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head or designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place agreed to by the **A**agency **H**head or designee and the Union. The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

SECTION 4 - Bulletin Boards

(A) Where requested in writing, and where justified by the number of employees affected, the Sstate agrees to furnish at Sstate institutions where employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the Sstate, or its officers or employees, nor shall posted material violate or have the effect of violating any law, rule, or regulation.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 5 - Employee Lists

Upon request of the Union the Sstate will provide the Union a list giving the name, home address on file (unless home addresses are confidential under applicable law), classification title, gross salary, and location of employment for each employee. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the Sstate of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 6 - Negotiations

(A) The Union agrees that all collective bargaining is to be conducted with Sstate representatives designated for that purpose by the Governor, as chief executive officer. While negotiation meetings shall normally be held in Tallahassee, the Sstate and the Union may agree to meet elsewhere at a Sstate facility or other location which involves no rental cost to the Sstate.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

There shall be no negotiation between the Union and the Sstate at other levels of Sstate government.

(B) The Union may designate employees to serve on its negotiation committee, and the employees will be granted administrative leave to attend scheduled negotiation sessions with the Sstate when attendance does not interfere with the performance of the employee's duties or does not unduly hamper the operation of the employee's work unit. The Union negotiation committee shall be limited to five (5) employees. No more than one (1) employee shall be selected from the same work unit at any one time. The Sstate shall not reimburse employees for travel, meals, or lodging in connection with negotiations unless the State specifically requests an employee be in attendance to elaborate on a particular issue.

SECTION 7 - Employee Assistance Programs

The Sstate and the Union encourage and support the maintenance of an Employee Assistance Program and the utilization of such programs by employees.

SECTION 8 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

SECTION 9 – Creditors

The Sstate shall not assist outside creditors with the collection of debt unless duly authorized by law.

SECTION 10 - Representative Access

(A) The Sstate agrees that designated Union Representatives shall have access to Sstate controlled premises that are open to the public where employees are employed.

(B) If any area of the Sstate's premises is otherwise restricted to the public, permission must be requested to enter the area; permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 6
GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 – Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) "Employee" shall mean an individual employee or group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for employees pursuant to Section 110.117, Florida Statutes.

(D) "Grievance Representative" shall mean an employee designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 ~~(or other initial written step if authorized by the provisions of this Article)~~ whether he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of Step 1 meetings. Written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privilege, the Union will be provided an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize a person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, the participant shall be excused without loss of pay for that

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 – Procedures

(A) The filing or pendency of a grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

~~(1) Informal Discussion~~

~~(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.~~

~~(b) If the grievance is not resolved by informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.~~

~~(c) If the employee elects not to utilize the informal discussion provisions of this Section, the employee may file a formal grievance at Step 1, provided the written grievance is filed within fourteen (14) days following the occurrence of the event giving rise to the grievance.~~

~~(1) (2)~~ Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative within 14 days following the occurrence of the event giving rise to the grievance a grievance form as contained in Appendix B, setting forth specifically the

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the Union Representative to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(2) (3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the **Aa**gency **Hh**ead or designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The **Aa**gency **Hh**ead or designee may meet with the Union Representative to discuss the grievance. The **Aa**gency **Hh**ead or designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(3) (4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office of the General Counsel of the Department of Management Services or designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services may meet with the Union Representative to discuss the grievance. The Department of Management Services shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(c) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(4) ~~(5)~~ Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C within fourteen (14) days after receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5) (b).

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, his decision shall be final and binding on the State, the Union, the grievant(s), and employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law, the Selected Exempt Service Rules of the State Personnel System, or this Agreement.

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by agreement of the parties.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

SECTION 6 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) in behalf of an employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 by submitting a

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

grievance form (Appendix B) as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

(C) The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. Upon written request of the Union, agencies will, in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

SECTION 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and or certifications will be in accordance with the General Appropriations Act.

SECTION 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Florida, or the Florida Bar or other professional certification or regulatory body that governs the ability of an employee to practice his particular profession.

SECTION 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

SECTION 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he may have union representation for the interview to continue.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 8
WORKFORCE REDUCTION

(A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. **Unit Employees** shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the **Agency Head**.

(B) The Agency Head shall furnish the Union Representative with a copy of the notice separating an employee as a result of a workforce reduction.

(C) The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 9 REASSIGNMENT

Employees are subject to reassignment at the discretion of the **Agency Head**. However, employees shall have the opportunity to request to be considered for vacant positions in accordance with the provisions of this Article.

SECTION 1 – Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from a position in a broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary and shall be treated as an original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the **Agency Head** or designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

SECTION 3 - Involuntary Reassignment

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment of an employee according to the needs of the agency.

(B) An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting an involuntary reassignment of the employee. An agency shall make a good faith effort to provide thirty (30) calendar days notice but shall provide 14 calendar days notice prior to the agency effecting an involuntary reassignment of the employee that would require a relocation of the employees residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 10
CLASSIFICATION and PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties 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 occupational profile for the broadband level to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the Agency Head 's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or designee. The employee must request review by the Secretary of the Department of Management Services or designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee which shall be maintained by the employing agency. A duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a **S**state facility or worksite which is in violation of an established health or safety rule, the condition shall be reported immediately by the employee in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

(C) Complaints which arise under this Article shall be grievable up to Step 3 of the grievance procedure of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 14
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or other items of personal property as have been given prior approval by the agency ~~and the Secretary of the Department of Management Services or designee,~~ as ~~being~~ required ~~by the employee~~ to adequately perform the duties of the position, will be reimbursed as provided herein.

(B) A written report must be filed by the employee detailing the circumstances under which his property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The ~~Ss~~State shall authorize reimbursement for repair or replacement of the property, not to exceed the following amounts, or as otherwise provided for by law:

(1) Watch - \$75

(2) Prescription glasses - \$200 (including any required examination)

(3) Other Items - The Secretary of the Department of Management Services, or designee, shall have final authority to determine the reimbursement value of items other than watches or prescription glasses.

(4) Total allowable per incident - \$500

(D) Reimbursement shall be with the approval of the Agency Head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 15
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 16
HOURS OF WORK AND EMPLOYEE LEAVE

SECTION 1 - Hours of Work

Because an employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. With prior approval, employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

SECTION 2 – Holidays

(A) Employees are entitled to the holidays identified in **Section** 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If an employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

SECTION 3 - Personal Holiday

Each employee is entitled to a personal holiday as governed by the provisions of **Section** 110.117, Florida Statutes.

SECTION 4 - Employee Leave

The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and **Section** 110.219, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

SECTION 5 - Union Activities

Employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 17
TRAINING AND EDUCATION

(A) The **S**state will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Requests shall not be unreasonably denied. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. When approved by the Agency employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the **S**state from assigning employees to attend training courses as determined by management.

(4) The **S**state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 18 WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

SECTION 2 – Unemployment Rate Incentive

In recognition of reducing the unemployment rate from December 2010 to December 2012, the Governor's Budget Recommendations provide for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, to eligible employees. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than August 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

SECTION 3 – Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation period ending during the period July 1, 2012 through June 30, 2013. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2013, and are subject to funding as provided in the 2013-2014 General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

SECTION 4 – Recidivism Reduction Incentive

The Governor's Budget Recommendations provide for one-time, non-discretionary, lump sum bonus awards to eligible employees in the Department of Corrections in recognition of a decrease in Florida's recidivism rate over the past two years, saving more than \$44 million in prison costs. Awards to eligible Department employees will be \$500, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2013-2014 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than July 31, 2013, and are subject to funding as provided in the 2013-14 General Appropriations Act.

SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-2014 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 6 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 7 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

SECTION 8 – Pay Subject to General Appropriations Act

In the event the 2013 Legislature provides different funding or eligibility provisions for the above-specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2013-2014 General Appropriations Act, and any other relevant statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 19
INSURANCE BENEFITS

The **S**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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 20
PER DIEM AND TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on **S**state business in the manner and amounts as provided in **S**section 112.061, Florida Statutes. Employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to conduct bona fide state business, as authorized by the agency:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80 the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, **S**section 112.061.

(B) No employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the **S**state.

(C) No employee shall be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 21
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

An employee who wishes to perform other employment outside of state government shall secure approval in advance. Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment, or with the employing agency's procedures limiting such outside employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 23
MANAGEMENT RIGHTS

The Union agrees that the Sstate has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the Aagency Hhead and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Aagency Hhead.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 24
ENTIRE AGREEMENT

(A) This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Article 25
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with **S**section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director
State Employees Attorneys Guild

Date

Selected Exempt Service (SES) Attorneys Bargaining Unit – Union Proposals

To date the State Employees Attorneys Guild representing employees in the SES Attorneys Unit has not submitted proposals for a successor agreement for Fiscal Year 2013-2014 or responses to the state's proposals. The parties are currently scheduling negotiations and will advise the Committee of the outcome of these meetings.

**Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit**

Current One - Year Agreement Expires June 30, 2013

Status of Collective Bargaining as of January 30, 2013

Fiscal Year 2013-2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State's Last Proposal	Union's Last Proposal	Comments
2 – Gender Reference	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
3 – Vacant	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
4 – No Discrimination	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
5 – Employee Rights, Management, and Union Communications	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
6 – Grievance Procedure	State's 01-24-13 Proposal: Proposes a grievance form for Appendix B and a request for arbitration form for Appendix C of the agreement, Parties may, by written agreement, submit a grievance for mediation after it is submitted to arbitration but before a hearing is scheduled; expedited arbitration hearing be conducted where there is a threshold issue regarding arbitrability (such as timeliness); another arbitrator will hear substantive issues.	No Proposal Offered.	
7 – Employee Standards of Conduct and Performance	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

**Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit**

Current One - Year Agreement Expires June 30, 2013

Status of Collective Bargaining as of January 30, 2013

Fiscal Year 2013-2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State's Last Proposal	Union's Last Proposal	Comments
8 – Workforce Reduction	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
9 – Reassignment	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
10 – Classification and Pay Plan	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
11 – Classification Review and Professional Practice Scope	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
12 – Personnel Records	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
13 – Safety	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
14 – Replacement of Personal Property	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
15 – Vacant	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
16 – Hours of Work and Employee Leave	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013-2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State's Last Proposal	Union's Last Proposal	Comments
17 – Training and Education	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
18 – Wages	<p>State's 01-30-13 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2013-14 General Appropriations Act.</p> <p>Provides for other pay provisions:</p> <p>Unemployment Rate Incentive: Provides for a one-time, non-discretionary, \$1,200 lump sum bonus award, plus applicable taxes, based on the eligibility requirements in Section 8 of FY 2013-2014 Governor's Budget Recommendations, to be paid no later than August 30, 2013, subject to funding in FY 2013-2014 General Appropriations Act.</p> <p>Variable Compensation Award: Provides for a discretionary, one-time compensation award of \$5,000 to eligible employees achieving Outstanding job performance and \$2,500 to employees for achieving Commendable job performance based on eligibility requirements in Section 8 of Governor's FY 2013-2014 Budget Recommendations.</p>	No Proposal Offered.	

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
Fiscal Year 2013-2014 Successor Agreement Negotiations – All Articles Open for Negotiation

At Impasse: Articles 2 through 25

Article	State's Last Proposal	Union's Last Proposal	Comments
18 – Wages (continued)	Recidivism Reduction Incentive: Provides for a one-time, non-discretionary, lump sum bonus award of \$500, plus applicable taxes to eligible Department of Corrections' employees based on eligibility requirements in Section 8 of Governor's FY 2013-2014 Budget Recommendations. Proposes a temporary special duties additive during deployment to a facility or area closed due to an emergency, performance pay, and savings sharing program.		
19 – Insurance Benefits	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
20 – Per Diem and Travel Expenses	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
21 – Employment Outside of State Government	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
22 – Vacant	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
23 – Management Rights	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit
Current One - Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of January 30, 2013
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At Impasse: Articles 2 through 25

Article	State's Last Proposal	Union's Last Proposal	Comments
24 – Entire Agreement	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	
25 – Savings Clause	State's 01-24-13 Proposal: Status Quo.	No Proposal Offered.	



Joint Select Committee on Collective Bargaining

**Senator Hays, Co-Chair
Representative Van Zant, Co-Chair**

**Meeting Packet
Materials Submitted by:
Department of the Lottery**

**Monday, February 18, 2013
11:00 AM
Morris Hall (17 HOB)**

CORAL GABLES OFFICE
121 MAJORCA AVENUE
SUITE 300
CORAL GABLES, FL 33134-4508
305-445-7801
FACSIMILE 305-442-1578



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

JACKSONVILLE OFFICE
421 WEST CHURCH STREET
SUITE 430
JACKSONVILLE, FL 32202
904-562-4480
FACSIMILE 904-562-4499

ORLANDO OFFICE
1477 WEST FAIRBANKS AVENUE
SUITE 100
WINTER PARK, FL 32789-7113
407-471-2152
FACSIMILE 407-571-1496

TALLAHASSEE OFFICE
906 NORTH MONROE STREET
TALLAHASSEE, FLORIDA 32303
850-561-3503
FACSIMILE 850-561-0332

TAMPA OFFICE
324 SOUTH HYDE PARK AVENUE
HYDE PARK PLAZA, SUITE 350
TAMPA, FL 33606-4127
813-251-1210
FACSIMILE 813-253-2006

REPLY TO: TALLAHASSEE

<http://twitter.com/anblaw>

February 5, 2013

SENT VIA HAND DELIVERY
and UNITED STATES MAIL

The Honorable Will Weatherford, Speaker of the House
The Florida House of Representatives
Suite 420, The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

The Honorable Don Gaetz, President
The Florida Senate
Suite 409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100

RECEIVED
OFFICE OF THE SPEAKER
13 FEB -5 PM 4:50

Re: Notification of Collective Bargaining Impasse

Dear Speaker Weatherford and President Gaetz,

The State of Florida, Department of Lottery's collective bargaining team is conducting negotiations with representatives from the Federation of Public Employees. Since we have not reached agreement on certain articles in the collective bargaining agreement, a declaration of impasse is deemed to have occurred in accordance with Section 216.163(6), Florida Statutes.

Accordingly, this letter is provided by the Department of Lottery's bargaining representatives to notify the Legislature that effective February 5, 2013, the following issues are unresolved and therefore are at impasse:

Article 12 – Wages

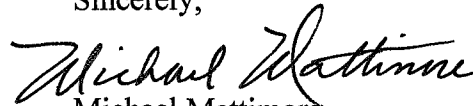
Negotiations continue on these articles and it is possible that one or more may be resolved prior to the end of the legislative session.

February 5, 2013
Page 2

Please note that the entire contents of the above-referenced articles are at impasse. The resolution of the articles is not limited to those issues discussed by the parties in negotiation sessions to date. Negotiations continue on these articles and it is possible that one or more may be resolved prior to the end of the legislative session. We will keep you informed of any changes resulting from continued negotiations.

In accordance with Section 216.163(6), Florida Statutes, all unresolved articles as of this date are respectfully submitted for impasse.

Sincerely,


Michael Mattimore
Chief Labor Negotiator

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Cynthia O'Connell, Secretary, Department of Lottery
Glenda Thornton, General Counsel, Department of Lottery
Jack Marziliano, Federation of Public Employees



Joint Select Committee on Collective Bargaining

**Senator Hays, Co-Chair
Representative Van Zant, Co-Chair**

**Meeting Packet
Materials Submitted by:
Bargaining Units**

**Monday, February 18, 2013
11:00 AM
Morris Hall (17 HOB)**

EGAN, LEV & SIWICA, P.A.
ATTORNEYS AND COUNSELORS AT LAW

JOSEPH EGAN, JR.
TOBE M. LEV
RICHARD P. SIWICA

POST OFFICE BOX 2231
ORLANDO, FLORIDA 32802-2231
TEL (407) 422-1400
FAX (407) 422-3658

STREET ADDRESS
231 E. COLONIAL DRIVE
ORLANDO, FLORIDA
32801

February 14, 2013

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
The Florida Legislature
Government Operations Subcommittee
Room 218 House Office Bldg.
402 South Monroe Street
Tallahassee, Florida 32399-1300

Representative Charles Van Zant
The Florida Legislature
Government Operations Subcommittee
Room 218 House Office Bldg.
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Negotiations with IAFF Local S-20


Dear Senator Hays and Representative Van Zant:

Enclosed herewith is a copy of the Union's proposed resolution of the contract impasse between the State and IAFF Local S-20. Please note that the Union's proposals reflect changes to both the 2009-2012 contract (which is the expired agreement which remains in effect as a matter of law because a successor agreement has not been ratified) and the 2012-2013 "agreement" which the State (apparently) believes is in effect (notwithstanding the absence of a ratification vote).¹ The Union's proposals are reflected on both documents for ease of reference.

Because the State has insisted to impasse on language that is either permissive and/or waives employee rights, the Union hereby states its objections to such language to the Committee/Legislative Body. Such language would include, but not be limited to, the State's proposal in Articles 6 and 7 to remove disciplinary matters from the mandatory grievance-arbitration process, as well as wage, insurance and other language that removes these issues from the collective bargaining process, and subjects them to unilateral determination by the employer.

Respectfully submitted,



Richard Siwica 

[signed in his absence to avoid delay]

cc: Michael Mattimore (w/enclosure)
Nat Wright (w/enclosure)

¹ There was no ratification vote because of pending litigation between the parties.

Union Proposals Based on 2009 - 2012 Agreement

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA STATE FIRE SERVICE ASSOCIATION (hereinafter called "FSFSA") representing the employees in the Florida State Fire Service Association Bargaining Unit. All such employees for the purposes of this contract shall be classified as included employees.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Union Proposals Based on 2012 - 2013
"Agreement"**

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA STATE FIRE SERVICE ASSOCIATION (hereinafter called "FSFSA") representing the employees in the Florida State Fire Service Association Bargaining Unit. All such employees for the purposes of this contract shall be classified as included employees.

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NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 1
RECOGNITION**

SECTION 1 - Recognition

The State hereby recognizes FSFSA, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida State Fire Service Association Bargaining Unit.

The Bargaining Unit for which this recognition is accorded is as defined in Certification number 1360 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

**Article 1
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This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2

GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 2

GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct FSFSA membership dues and uniform assessments, if any, in an amount established by the FSFSA and certified in writing by the President of FSFSA or his designee to the State from the pay of those employees in the bargaining unit who individually make such request on a written checkoff authorization form provided by FSFSA (Appendix B). Such deductions will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) FSFSA shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

(D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 - Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of FSFSA or his designee, on either a biweekly or monthly cycle along with a list containing the names, employee number, agency, and amount deducted of the employees for whom the remittance is made. Remittance of dues shall be provided in the form of direct deposit.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance are not sufficient to cover dues and any uniform assessments, it will be the responsibility of FSFSA to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for FSFSA dues and/or uniform assessments shall continue until either: (1) revoked by the employee by providing the State and FSFSA with thirty (30) days written notice that he is terminating the prior checkoff authorization; (2)

**Article 3
VACANT**

revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, FSFSA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

FSFSA shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. FSFSA shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Processing the Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by FSFSA shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining unit employees who wish to initiate dues deduction and shall; (3) contain all the information required for processing prior to submission to the State.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the State more than sixty (60) days following the date of the employee's signature will be returned to the Association.

Article 4

NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - State-Federal Law

(A) The State and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The Association shall have the right to consult on issues of discrimination or unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of discrimination or unlawful discrimination by an employee against the State, its officials or representatives, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination Policy – Association Membership

Neither the State nor the Association shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and neither the State nor the Association shall discriminate against any such employee because of membership or non-membership in any employee organization.

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Article 5

REPRESENTATION RIGHTS

SECTION 1 - Definitions

The State recognizes and agrees to deal with designated grievance representatives of FSFSA on all matters relating to grievances. The term "Grievance Representative," as used in this Agreement, shall mean a bargain unit member officially designated by the President of the Florida State Fire Service Association to investigate grievances.

SECTION 2 - Designation of Employee Representatives

(A) The President of the Florida State Fire Service Association shall furnish to the State and keep up-to-date a list of FSFSA Staff Representatives. The State will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, the Association shall select a reasonable number of FSFSA Grievance Representatives. The FSFSA shall furnish the State with the name, social security number, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The State shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Association.

(1) Upon request of an aggrieved employee, or upon filing of a grievance by FSFSA itself, a FSFSA grievance representative may investigate the grievance, provided it is in his/her existing district, except in the case of state level representatives who operate statewide or in the case of region level representatives who operate region wide, and may assist in the grievance presentation.

SECTION 3 - Access

(A) The State agrees that accredited representatives of the Florida State Fire Service Association shall have access to the premises of the State, which are available to the public.

(B) If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee

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~~(C) Upon request and receipt of payment, the State shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance. Bargaining Unit members may request information, documentation, or other such public records utilized during investigations, grievances, and disciplinary issues directly affecting bargaining unit member(s) at no cost to the employee or his designated representative.~~

SECTION 4 - Distribution of Literature

FSFSA representatives may, during non-working hours or during any breaks, distribute employee organization literature. FSFSA agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

SECTION 5 - Use of State Facilities for Meetings

The State agrees that recognized representatives of FSFSA shall have access to the premises of the State which are available to the public for the purpose of conducting meetings, in compliance with Department of Management Services Rule 60H-6.007. If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in State-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed 24x36" for Association-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a State facility in an area normally accessible to, and-frequented by, covered employees. Once a location has been established, it shall not be-moved without notice.

(B) The FSFSA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and

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- (7) Training and educational

(8) Other materials pertaining to the welfare of FSFSA members with Agency approval and such approval shall not be unreasonably denied.

(9) Decisions reached through consultation meetings, as approved by the Department of Management Services.

(10) Notices of wage increases for covered employees.

(C) Material posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate any law, rule, or regulation.

(D) Notices posted must be dated and bear the signature of the FSFSA's authorized representative.

(E) A violation of these provisions by an FSFSA Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services for a period not to exceed three (3) months.

SECTION 7 - Use of State Phones

When a FSFSA steward or officer is called by a management representative while on duty, the steward or officer may receive the call without charge. A FSFSA steward or officer may place a call to a management representative even though the call may result in a cost to the State.

SECTION 8 - Consultations

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the Florida State Fire Service Association, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three (3) representatives of FSFSA shall meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

(B) Upon request by the designated FSFSA Staff Representative, the Agency Head and/or his designee(s) and the Staff Representative, with not more than three (3) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Agency Head or his designee.

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(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the Agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

(F) An agency shall prepare a written response to issues raised during a consultation meeting within thirty (30) days after the date of the meeting.

(G) Any time consultation agenda topics include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during consultations to act as an advisor to both the agencies and the bargaining unit on said such issues.

SECTION 9 - Negotiations

(A) FSFSA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings may be held in Tallahassee unless the State and FSFSA mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by FSFSA at any other level of State government.

(B) FSFSA may designate up to six (6) employees within the Unit to attend each single-day

designee.

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the Agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

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(G) Any time consultation agenda topics include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during consultations to act as an advisor to both the agencies and the bargaining unit on said such issues.

SECTION 9 - Negotiations

(A) FSFSA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings may be held in Tallahassee unless the State and FSFSA mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by FSFSA at any other level of State government.

(B) FSFSA may designate up to six (6)

session as Negotiation Committee members and such employees will be granted leave with pay to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The FSFSA President shall be allowed to take up to sixteen (16) hours of leave with pay per fiscal year and the remaining five (5) members of the Negotiation Committee shall each be allowed to take up to eight (8) hours of leave with pay per fiscal year not to exceed a total of forty (40) hours, to participate in FSFSA training and preparation for negotiation meetings provided fire conditions, emergency activities or other priority work projects do not preclude such participation. Use of these hours will require appropriate documentation.

(D) Any time negotiations articles are "opened" that include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training, or higher office, shall be present during negotiations to act as an advisor to both the agencies and the bargaining unit on said such issues.

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Article 6

GRIEVANCE PROCEDURE

It is the policy of the State and FSFSA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Grievant" shall mean an employee or a group of firefighting employees having the same grievance, or the union. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Section 110.117, Florida Statutes. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or FSFSA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or FSFSA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by FSFSA. When the employee has elected FSFSA representation, both the employee and FSFSA Representative shall be notified of any Step 1 meeting. Further, any written communication

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concerning the grievance or its resolution shall be sent to both the employee and the FSFSA representative, and any decision mutually agreed to by the State and the FSFSA shall be binding on the employee.

(C) If the employee is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The FSFSA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFSA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance.

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either FSFSA or the State in other cases.

(F) If a grievance meeting is held or requires travel time during the working time of a required participant, the reasonable time will be deemed time worked. A required participant is defined as the grievant, the designated union representative located in the grievant's District or in the event of no

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(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m. E.S.T.). Documents received after business hours shall be considered received the next business day.

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

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(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

(A) If the grievance is not resolved at Step 2, the employee or his designated representative may submit it to the Department Head directly covering said agency within fourteen (14) days after receipt of the decision at Step 2.

(B) The Department Head shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Department Head fails to respond within the time limits it shall be deemed a denial.

Step 4.

(A) If the grievance is not resolved at Step 2 3, the FSFSA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2 3. If, at the initial written step, FSFSA declined to represent the employee because he was not a member of FSFSA, the employee may appeal the grievance to arbitration. The grievance shall include a copy of the grievance forms submitted at Steps ~~1 and 2~~ 1, 2 and 3 together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the FSFSA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

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appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the State, FSFSA, the grievant(s), and the employees in the bargaining unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

(1) The arbitrator shall issue his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The arbitrator shall be without power or authority to make any decisions that are:

(a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

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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) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties for the first five (5) matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(d) FSFSA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or FSFSA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every

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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 employee, or FSFSA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every

effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question. In the event a grievance is asserted to be untimely, at arbitration the parties will submit the issue of timeliness to be resolved prior to the submission of the merits of the grievance.

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit FSFSA or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by FSFSA.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step ~~2 or 3~~ 2,3 or 4, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The FSFSA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

Article 7

DISCIPLINARY ACTION

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Article 7

DISCIPLINARY ACTION

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause, where specific policy, statute, or law has been violated and proven by the State.

(1) Disciplinary actions to include suspensions, dismissals, reduction in pay, and demotions must be filed and completed within thirty (30) days of the time the offense has occurred. During Criminal Investigations Article 7(A) timeframes will not apply due to Florida Law.

(2) Prior to any investigation process by the agencies excluding those of Criminal investigation, bargaining unit members will be advised by Management in writing of the nature of the investigation, name of complainant (unless protected by law), date the infraction occurred, and any other pertinent information involving why the investigation is being conducted.

(3) FSFSA representatives will be involved in all stages of any investigations and interrogations of any bargaining unit member unless the bargaining unit member request not to have FSFSA involved in writing to Management after being advised of the nature of the investigation.

(4) Florida Statute 112.82 commonly referred to as the "Firefighter Bill of Rights," will apply to all FSFSA bargaining unit members during any level of the investigation process.

(B) An employee who has not attained permanent status in their current position shall not have access to the grievance procedure in Article 6 when dismissed, except to the extent permitted by Article 15.

(C) Each employee shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that an FSFSA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee.

(E) Letters of counseling are not disciplinary actions and not grievable. ~~Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline.~~ They shall not be relied upon for the purposes of promotional decisions or performance evaluations ~~if the conduct resulting in the letter is not repeated in the following twelve (12)~~

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(1) Letters of counseling shall be removed and stricken from a bargaining unit member's official record after twelve (12) months if no other issues of the same nature occur requiring follow up to the initial counseling, i.e., the counseling corrected the issue originally addressed.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Reprimands shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Agreement.

(2) An oral reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding twelve (12) months.

(3) Written reprimands may be grieved up to Step 2 and the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding eighteen (18) months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

(G) Suspensions of more than three (3) days shall be split over a maximum of 2 pay periods to prevent and extreme financial burden on bargaining unit members and, more importantly, their family. Bargaining unit members may choose to receive the entire suspension of more than three (3) days at once at their discretion.

(H) Any bargaining unit member who has any complaints made against that employee and is found innocent of all charges shall not have the complaint in their personal file. The State shall maintain a separate file of unconfirmed and unsubstantiated complaints that are sealed. The State shall be responsible for maintaining a file of complaints by any corporation, company, or individual that repeatedly makes false statements as determined by the Attorney General's discovery and investigation of State employees. All individuals or corporations who falsely make complaints shall be investigated by the respective agency and/or charged accordingly

months.

(1) Letters of counseling shall be removed and stricken from a bargaining unit member's official record after twelve (12) months if no other issues of the same nature occur requiring follow up to the initial counseling, i.e., the counseling corrected the issue originally addressed.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Reprimands shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Agreement.

(2) An oral reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding twelve (12) months.

(3) Written reprimands may be grieved up to Step 2 and the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding eighteen (18) months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

(G) Suspensions of more than three (3) days shall be split over a maximum of 2 pay periods to prevent and extreme financial burden on bargaining unit members and, more importantly, their family. Bargaining unit members may choose to receive the entire suspension of more than three (3) days at once at their discretion.

(H) Any bargaining unit member who has any complaints made against that employee and is found innocent of all charges shall not have the complaint in their personal file. The State shall maintain a separate file of unconfirmed and unsubstantiated complaints that are sealed. The State shall be responsible for maintaining a file of complaints by any corporation, company, or individual that repeatedly makes false statements as determined by the Attorney General's discovery and investigation of State employees. All individuals or corporations who falsely make complaints shall be investigated by the respective agency and/or charged accordingly if found guilty under Florida Law.

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Article 8

WORKFORCE REDUCTIONS

SECTION 1 - Layoffs

(A) When employees certified pursuant to Chapter 633, Florida Statutes are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by class or occupational level within the fire service bargaining unit.

(3) An employee who does not have permanent status may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in their current position shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in their current position in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does

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(2) Layoff shall be by class or occupational level within the fire service bargaining unit.

(3) An employee who does not have permanent status in his current position may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in his current position shall be laid off while an employee who does not hold permanent status is serving in that broadband level, unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in their current position in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point shall

not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous service in the Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

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(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous service in the Career Service.

(c) The employee who is entitled to veteran's preference pursuant to section 295.07(1), Florida Statutes.

(10) An employee who has permanent status in his current position and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area, in lieu of layoff, to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband

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(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points shall be used as prescribed in this section.

(B) If there is to be a layoff of employees the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

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(C) If work performed by employees in this unit is to be performed by non-state employees, the state agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the state has been unable to place the employees in other positions within the State Personnel System.

SECTION 2 – Recall

When a vacancy occurs, or new position is established, laid off employees shall be recalled in the following manner:

(A) For one year following layoff, when a position is to be filled, or a new position is established in the same agency and in the same broadband level within the affected competitive area, a laid off employee with the highest number of retention points shall be offered reemployment; subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status in their position. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same broadband level in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in the position.

(C) Under no circumstances is a layoff to be considered as a disciplinary action, and in the event an employee elects to appeal the action taken, such

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(A) For one year following layoff, when a position is to be filled, or a new position is established in the same agency and in the same broadband level within the affected competitive area, the laid off employees with the highest number of retention points shall be offered reemployment and subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same broadband level in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status.

(C) Under no circumstances is a layoff to be considered as a disciplinary action, and in the event an employee elects to appeal the action taken, such appeal must be based upon whether the layoff was in accordance with the provisions of this Article.

SECTION 3 - Job Security

The State shall make a reasonable effort to notify FSFSA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the State will meet with FSFSA to bargain the impact of the layoff on the employees involved.

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SECTION 3 - Job Security

The state shall make a reasonable effort to notify FSFSA at least 30 days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the state will meet with the FSFSA to bargain the impact of the layoff on the employees involved.

Article 9

VOLUNTARY REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTIONS

Employees who have attained permanent status in their current position in the Career Service and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer, change in duty station to vacant positions within their respective agencies and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within fifty (50) miles of his current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Broadband level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

(F) "Promotion" shall mean the changing of the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(G) "Demotion" shall mean the changing of the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

SECTION 2 - Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in

Article 9

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SECTION 2 - Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may apply for a reassignment, transfer, change in duty station or promotion on a

their current position may apply for a reassignment, transfer, change in duty station or promotion on a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form (supplied by the agency). Such Requests shall indicate the broadband level(s), county(ies), and/or shift(s) to which the employee would like to be reassigned, transferred, change of duty station or promoted. When the employee requests reassignment to a different position in a different broadband level, or promotion, a State of Florida Employment Application Form must be completed and sent with the Request Form.

(B) An employee may submit a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment, Transfer, Change in Duty Station and Promotion Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, transfer, change in duty station or promotion.

(D) Except where a vacancy is filled by demotion, or where reassignment, transfer, change in duty station or promotion is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the applicant who has the greatest length of service in the broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether or not the applicant with the greatest length of service in the class/occupational level will be placed in the vacant position.

(F) If the applicant with the greatest length of service in the broadband level is not selected for the

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(F) If the applicant with the greatest length of service in the broadband level is not selected for the vacant position, all applicants who have greater

vacant position, all applicants who have greater length of service in the class/occupational level than the employee selected shall be notified in writing of the agency's decision.

(G) When an employee has been reassigned, transferred, changed duty station, or promoted pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station and Promotion from that employee shall be canceled. No other Request for Reassignment, Transfer, Change in Duty Station and Promotion may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station or promotion. If an employee declines an offer of reassignment, transfer, change in duty station or promotion pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer of reassignment, transfer, change in duty station or promotion.

(H) The State agrees to establish a promotional system for all bargaining unit members consisting of at least three (3) steps for promotion within the bargaining job class and broadband codes with each level making at least 5% increase to their previous level salary

SECTION 3 - Involuntary Reassignment, Transfer Or Change In Duty Station

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

(B) When bargaining unit members are assigned temporary change of duty stations and required to report to a different work location other than normal assigned work site, bargaining unit members will only be required to drive personal vehicles to their normally assigned office at the beginning and end of their normal work day. Travel to and from the temporary change of duty location will be in a state owned vehicle. Travel time to and from the temporary change of duty station will be

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(G) When an employee has been reassigned, transferred, changed duty station, or promoted pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station and Promotion from that employee shall be canceled. No other Request for Reassignment, Transfer, Change in Duty Station and Promotion may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station or promotion. If an employee declines an offer of reassignment, transfer, change in duty station or promotion pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer of reassignment, transfer, change in duty station or promotion.

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(B) When bargaining unit members are assigned temporary change of duty stations and required to report to a different work location other than normal assigned work site, bargaining unit members will only be required to drive personal vehicles to their normally assigned office at the beginning and end of their normal work day. Travel to and from the temporary change of duty location will be in a state owned vehicle. Travel time to and from the temporary change of duty station will be considered hours worked.

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(C) No employee will be required to temporarily change duty stations or work more than 25 miles from their normally assigned district/ duty station except in a voluntarily status or during declared states of emergency.

SECTION 4 – Notice

An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of thirty (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions.

SECTION 5 - Relocation Allowance

An employee who is involuntary reassigned and who is required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 6 – Grievability

~~The provisions of this Article regarding voluntary reassignment, transfer, change in duty station or promotion, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Paragraph (E) of Section 2 and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.~~

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Article 10

OCCUPATION PROFILES/RULES MAINTAINED/ DOCUMENTATION

SECTION 1 - Occupational Profiles/Rules Maintained

(A) The State will maintain on the Internet the Occupation Profiles and the Personnel Rules of the State Personnel System which it has published, and which affect employees within the bargaining Unit.

(B) In instances where the State of Florida determines that a revision to an Occupation Profile or bargaining unit position description (vacant or filled) for positions covered by this Agreement is needed, the Department of Management Services shall notify FSFSA in writing of the proposed changes, and provide the bargaining rights allowed by law over the proposed change.

(C) Agencies and FSFSA will establish one (1) position description for each bargaining unit position and class code for bargaining unit positions as referenced in this contract under Appendix A. Additional duties, changes, or modifications to individuals' bargaining unit member position descriptions will be subject to negotiation.

(D) Additional duties, changes to requirements or standards, modifications, etc., to a position description will be voluntary on the member's part after properly negotiated by the FSFSA and the State of Florida.

SECTION 2 - Documentation

The State shall use best efforts to provide FSFSA with the following:

(A) Thirty (30) days prior to any agencies implementing policies and procedures which affect bargaining Unit employees' wages, hours or terms and conditions of employment, and not expressly addressed by this Agreement FSFSA will also be sent a copy of the proposed changes, and provided the bargaining rights allowed by law over the proposed change.

(B) Upon request by FSFSA to an agency the State shall provide a current copy of the agency's rules, regulations and policies which affect bargaining Unit employees' wages, hours, terms and conditions of employment covered by this Agreement and which are not included in the Personnel Rules of the State Personnel System.

(C) A copy of any department or Division's rules, regulations or policies which affect the employees' wages, hours, terms and conditions of

Article 10

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(C) A copy of any department or Division's rules, regulations or policies which affect the employees' wages, hours, terms and conditions of employment shall be made available to all

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(D) In those instances where any policy, procedure, or laws affecting bargaining unit members are changed without FSFSA notification and bargaining has not occurred over a particular subject, those policies will be suspended immediately once identified by either party until successfully negotiated between FSFSA and the State.

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Article 11
CLASSIFICATION REVIEW

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or designee. The review by the Department of Management Services will be in accordance with Chapter 110, Florida Statutes.

(C) The written decision of the Secretary of the Department of Management Services or designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Work Load Quotas

(A) When an employee alleges that the employee is being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head or his designee review the work load quota assigned to the employee. The Agency Head or his designee shall make the final written decision on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision within 60 days of the request.

(B) The State and the Union agree that work load quota problems are an appropriate item for discussion in consultation meetings as described in

Article 11
CLASSIFICATION REVIEW
SECTION 1 - Additional Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

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(B) The State and the Union agree that work load quota problems are an appropriate item for discussion in consultation meetings as described in

Article 5.

Section 3 – Minimum pay.

(A) Bargaining unit positions shall have a bi-annual review of the salaries of current like positions performing like duties and of the County, Cities, and other enforcement authorities performing like duties in their immediate areas.

(B) Existing employees with satisfactory evaluations shall be brought to an equal level of pay of other like positions with the same amount of service time. Additionally local pay shall be assessed to determine that bargaining unit members performing like duties and of the County, Cities, and other enforcement authorities shall have their pay adjusted to at least the median pay of the surrounding work areas.

Section 4 – Reclassification to Special Risk

Bargaining unit members holding the position of Fire Protection Specialist shall be reclassified from "Compliance Officer" to "Protective Services" and reclassified as "Special Risk" employee's due to the high risk duties they routinely are required to perform.

Article 12

PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee which may be a contractor. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a notarized certified copy will be sent to the employee. The employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) An employee will have the right to review his own official personnel file at reasonable times under the supervision of the designated records custodian.

(D) Only documents filed in the one official personnel file shall be utilized for any disciplinary hearings or investigations conducting against bargaining unit members.

(E) Any documentation which may have a

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(E) Any documentation which may have a

negative impact on a bargaining unit members' employment or used later during investigations or disciplinary procedures in accordance with this contract shall be notarized prior to submittal to the official personnel file.

~~(D)~~-(F) Where the Agency Head or its designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State after final action; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

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Article 13

HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the current General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision or Act effecting the plan or its operation.

SECTION 2 – Employee Assistance Program

(A) Where a State agency has adopted an employee assistance program pursuant to Section 110.1091, Florida Statutes, the State will make psychological and substance abuse counseling services available.

(B) Any complaint or claim by an employee within the FSFSA bargaining unit concerning this section shall not be subject to the grievance procedure of this agreement.

SECTION 3 – Death In-Line-Of Duty Benefits

(A) Funeral and burial expenses will be as provided in Section 112.191, Florida Statutes.

(B) Education benefits will be as provided in Section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in Section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee of FSFSA concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

SECTION 4 – Division of Forestry Fire Fighter Health and Physical Fitness Standards Program

The Division of Forestry (DOF) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

(A) The DOF shall provide Fitness Technician(s) in each Field Unit.

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive

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(4) Fitness Technicians must maintain a current AED CPR card or higher.

(5) Fitness technicians will provide fitness, health, nutrition and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive

	<p>information and training in such areas as: nutrition, exercise physiology, etc.</p> <p>(3) <u>Fitness technicians conducting fitness exams will be trained to a minimum of First Responder level and have available on scene required personal protective equipment for BSI (Body substance Isolation), first aid kit, and approved functioned AED.</u></p>		<p>information and training in such areas as: nutrition, exercise physiology, etc.</p> <p>(6) <u>Fitness technicians conducting fitness exams will be trained to a minimum of First Responder level and have available on scene required personal protective equipment for BSI (Body substance Isolation), first aid kit, and approved functioned AED.</u></p>
(B)	<p>All Special Risk Job Classes, including Bargaining Unit Employees, will be permitted to exercise a maximum of 3 times per week for 30 minutes per session.</p> <p>(1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.</p> <p>(2) Individual aerobic and/or strength exercises are authorized.</p> <p>(3) Team sports are prohibited.</p> <p>(4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish their exercise session from their work site, and be able to respond back to the site within 15 minutes of notification.</p> <p>(5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.</p> <p>(6) The DOF will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.</p>	(B)	<p>All Special Risk Job Classes, including Bargaining Unit Employees, will be permitted to exercise a maximum of 3 times per week for 30 minutes per session.</p> <p>(8) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.</p> <p>(9) Individual aerobic and/or strength exercises are authorized.</p> <p>(10) Team sports are prohibited.</p> <p>(11) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish their exercise session from their work site, and be able to respond back to the site within 15 minutes of notification.</p> <p>(12) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.</p> <p>(13) The DOF will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.</p>
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employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the DOF approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Fire fighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by DOF. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the DOF *Annual Medical Exam* standard. The employee has the option of utilizing the DOF facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within thirty (30) days prior to taking the Fitness Test.

- (2) Bargaining unit employees who fail the *Annual Fitness Test*, due to fitness reasons, will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The

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employee will be mandated to perform physical fitness training as described in B. and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.

- (3) Bargaining unit employees who fail the *Annual Medical Exam* ~~will be placed on sick leave- workers compensation~~ until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a ~~personal~~-physician's statement releasing them to full duty status and successfully complete the *Annual Medical Exam*, at a DOF medical examination facility or are certified to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, by their personal physician (at personal cost), they will be required to take the *Annual Fitness Test* within thirty (30) days of medical release to full duty status. Should the bargaining unit employee fail the *Annual Fitness Test* after release to full duty status, he/she will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph C. (2) above.

- (4) Bargaining unit employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon,

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termination may result.

- (5) The DOF employee *Annual Fitness Test* and the "National Fitness Test" will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (3 mile walk with 45 pound pack in 45 minutes) substituting for the DOF employee *Annual Fitness Test* (2 mile walk with 25 pound pack in 30 minutes).
- (6) If a candidate for hire is required to take the DOF *Initial Fitness Test*, or an employee is currently scheduled to take the DOF employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the DOF employee *Annual Fitness Test* the upcoming November, December or January (This means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
- (7) If a candidate for hire is required to take the DOF *Initial Fitness Test*, **after** August 31st, and **before** November 1st, the candidate will take the test as scheduled, and be required to take the DOF employee *Annual Fitness Test* in November, December or January of the following year (This means more than 12 months between tests). (Example; candidate takes the DOF *Initial Fitness Test* on October 15, 2006, and

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will be required to take the DOF employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

- (8) If an employee is scheduled to take the DOF employee *Annual Fitness Test* after August 31st, and before November 1st, the employee will wait until November, December or January to take the DOF employee *Annual Fitness Test* (This means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

- (9) FSFSA bargaining unit members who fail the *Annual Medical Exam* due to heart and lung issues (Failure of the Pulmonary Function Test or resting heart rate) will be treated as an on the job injury as long as their initial hire fitness exams has been successfully completed. Agencies will comply with Florida Statute 112.18 commonly referred to as the "Heart and Lung Bill". Workers Compensation / Disability laws will then apply and take effect to said affected members.

- (10) Bargaining unit members required to take initial and annual medical and fitness testing will be tested and evaluated as referenced in Section 4(C)(1) for initial and

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- (11) Bargaining unit members that
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Article 14

STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

State vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition.

SECTION 2 – Firefighting Equipment

(A) Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units, ~~as funding is made available and as determined by Division of Forestry management.~~ Open cab equipment will not be utilized for wildland fire fighting or prescribed fire operations at anytime by bargaining unit members. Open cab is defined as any equipment exposing the operator directly to heat, flame, poisonous gases, and other environmental factors. Proper safety gear for wildland fire operations at a minimum will include NFPA 1977 personnel protective equipment, NFPA 1984 approved respirators, and escape portable air systems regardless of what the type of equipment being utilized..

(B) Bargaining unit members will be provided with NFPA 1984 approved respirators for wildland fire and prescribed burning operations. All firefighting equipment will be fitted with maintained escape portable breathing equipment. Portable Air equipment is to be utilized for escaping from the incident as a last resort.

(C) Agencies will ensure firefighting equipment has adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground and command forces, (2) Ability to communicate with those cooperating agencies normally responding to incidents in the area, (3) Ability to maintain communications with dispatch at all times.

(D) Firefighting equipment utilized by bargaining unit members during firefighting operations will only be repaired by manufacturer approved certified mechanics. Firefighting equipment will be inspected at a minimum annually by a manufacturer approved mechanics to ensure safety of our bargaining unit members.

Section 3 – Agency Provided Vehicles

(A) Fire Protection Specialist with the Agency for Health Care Administration shall be afforded the same type of transportation as the State

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Section 3 – Agency Provided Vehicles

(A) Fire Protection Specialist with the Agency for Health Care Administration shall be afforded the same type of transportation as the State

Fire Marshal's office Fire Protection Specialist.

(B) Bargaining unit members will have the option to take home state vehicles when required to be in oncall status after normal working hours.

Section 4 – Use of Personal Vehicles

(A) Bargaining unit members will be reimbursed at the established state rates for use of personal vehicles for official state business, to include after hours response, call back situations after hours, and when required to work on scheduled days off.

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Article 15

PROBATIONARY STATUS

An employee who has obtained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

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An employee who has attained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status in the position, provided the employee held permanent status in a position in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

Article 16
RETIREMENT

All bargaining unit members shall continue to participate in the Florida Retirement System (FRS) at no cost to the employee.

Article 16
RETIREMENT

The state agrees to administer the Florida Retirement System (FRS) in accordance with any statutory provision or Act affecting the plan or its operation.

Article 17

ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

(A) With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

(B) Any bargaining unit member required to work continuously without adequate meal breaks due to emergency response, prescribed burning, or pre-scheduled events shall be compensated at established meal rates for all meal breaks missed. Meal break times will be established for each meal (Breakfast 0600- 0900, Lunch 1100 – 1400, and dinner 1700- 2000)

SECTION 2 - Competitive Area Differential

Competitive Area Differential adjustments shall continue in effect for the counties already identified. The respective agency shall submit a request to have the counties contained within the district of Caloosahatchee considered for competitive area differential in accordance with Chapter 60L-32, Florida Administrative Code. Competitive area differential will apply to all bargaining unit members within those designated counties already receiving differentials.

SECTION 3 – Fee Reimbursements

(A) Agencies will reimburse a permanent employee for filing and examination fees associated with renewing the appropriate commercial driver's license and endorsement(s) if the employee is : (1) in a classification that requires the operation of equipment which requires either a Class A, Class B or Class C commercial driver's license and any endorsement(s) ; or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A, Class B or Class C commercial driver's license and any endorsement(s); provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with

Article 17

ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

(A) With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

(B) Any bargaining unit member required to work continuously without adequate meal breaks due to emergency response, prescribed burning, or pre-scheduled events shall be compensated at established meal rates for all meal breaks missed. Meal break times will be established for each meal (Breakfast 0600- 0900, Lunch 1100 – 1400, and dinner 1700- 2000)

SECTION 2 - Competitive Area Differential

Competitive Area Differential adjustments shall continue in effect for the counties already identified. The respective agency shall submit a request to have the counties contained within the district of Caloosahatchee considered for competitive area differential in accordance with Chapter 60L-32, Florida Administrative Code. Competitive area differential will apply to all bargaining unit members within those designated counties already receiving differentials.

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(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by the DMV.

(C) The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

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Article 18
LEAVES OF ABSENCE

SECTION 1 - Leaves

The parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment shall apply to all bargaining Unit employees.

SECTION 2 - Association Activities

Employees covered by this Agreement shall have the right to request leave without pay for the purpose of attending Association conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 - Personal Leave

Employees shall be allowed a personal leave day to be granted on July 1 and employees must take this personal day by the end of each fiscal year.

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The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees.

SECTION 2 - Association Activities

Employees shall have the right to request annual or compensatory leave or leave without pay for the purpose of attending FSFSA conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 - Personal Holiday

Employees shall be credited a personal holiday on July 1 that must be taken by the end of each fiscal year.

Article 19

OUTSIDE EMPLOYMENT

(A) If during the term of this Agreement, an employee is to accept new employment outside of State government, the employee shall notify the agency head, or designee, of such employment, prior to the date of employment, and verify that there does not exist a conflict with the State's employment policies or procedures.

(B) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties with the State.

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Article 20

TRAINING AND EDUCATION

The State and the Association recognize the importance of training programs in the development of the employees of the State.

SECTION 1 - Employee Education

(A) At the discretion of the Agency Head or designee the State may allow employees to attend short courses, position related college courses, institutes, and workshops which will improve their performance in their current and possible future positions within their current agency, without a loss of pay and benefits.

(B) Such training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Agency Head; and such training/education does not interfere with agency services.

(C) Subsections (A) and (B) above do not preclude the State from assigning employees to attend training courses as determined by management. Such required training shall be consistent with the employee's position description.

SECTION 2 - Employee Training

(A) The State will not unreasonably deny applications for training.

(B) The State will make a good faith effort to give priority to bargaining unit members for available training courses that are mandatory for their respective positions.

(C) No bargaining unit member shall be denied any position related training request without just cause from the agency as long as all qualifications, prerequisites, and emergency response needs are met for that agency, district, or area. Any eligible bargaining unit member denied training shall be prioritized over all other applicants for the next available like training.

(D) Any denied request for training (to include modifications of schedules) will be provided in writing along with justification to the bargaining unit member.

(E) Bargaining unit members schedules may be altered to accommodate all types of training as long as it does not affect agency emergency response staffing to the state of Florida and is voluntary on the member's part, excluding those members in probationary status.

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(F) All bargaining unit members will receive a minimum of forty (40) hours of job related career advancement training annually excluding mandated training established by the agencies.

SECTION 3 – Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

Section 4 - Educational incentive pay.

Employees with BA degrees, Master degrees, and Doctorate degrees in Fire Science or other work related degree will receive an annual incentive pay of \$2000.00 for BA degrees, \$4000.00 for Master degrees, and \$6000.00 for Doctorate degrees in Fire Science or other work related degree per year.

Section 5- Training of State Employees affecting Bargaining unit employees

(A) Emergency operations dispatchers, duty officer's, duty officer supervisors, and other personnel directly involved in dispatching bargaining unit members to emergency situations shall meet certification guidelines as established in Florida Statute 401.465.

(B) No bargaining unit member will be assigned collateral, supplemental, or temporary duties as a dispatcher of any form without proper certification as established and maintained by Florida Statute 401.465.

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**Article 21
COMMITTEES**

SECTION 1 - Safety Committee

The parties agree to that each agency shall have at least one Safety Committee. FSFSA may select one person to serve on each committee directly addressing fire services operations and other matters of safety related to bargaining unit members. Employees assigned to serve on these Safety Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. At the discretion of the agency, travel costs may be reimbursed. Any recommendations of the Committee shall be submitted in writing to the appropriate management representative who shall promptly respond with respect to each recommendation.

SECTION 2 - Other Committees

(A) The parties agree that where the State or an agency has a Committee created by agency policy to directly address fire service operations and other matters of safety related to bargaining unit members, FSFSA may select one person to serve on any such Committee. Employees assigned to serve on such Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. If travel costs are incurred by the FSFSA selected member, the agency may reimburse the costs at its discretion.

(B) The parties agree that anytime a group, committee, special, or management meeting is held that will address issues directly impacting FSFSA bargaining unit members in any way, FSFSA will be notified at least seven (7) days prior and may select up to two (2) representative to attend such function as a bargaining unit representatives. Employees assigned by FSFSA to attend such functions shall be permitted to attend meetings while on-duty with no loss of pay or benefits with all state rules applicable.

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Article 22

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

(A) An employee, while on duty and acting within the scope of employment who suffers damage or destruction of the employee's watch or prescription glasses, or other such items of personal property as have been given prior approval by the Agency Head or his/her designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein.

(B) A written report must be filed detailing the circumstances under which such property was damaged or destroyed. The damage cannot be the result of the negligence of the employee. Upon verification by the agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75
2. Prescription glasses - \$200 - including any examination
3. Other items - The Agency Head or his/her designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(C) Such reimbursements require the approval of the Agency Head or his/her designee. Approval shall not be unreasonably withheld.

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Article 23

HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be forty (40) hours consisting of five (5) eight (8) hour or four (4) ten (10) hour days, ~~or a twenty eight (28) day one hundred and sixty (160) hour period.~~ The Department of Children and Families bargaining unit employees shall remain on a 28 day, 192 hour period, consisting of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty. all other bargaining unit members normal workday will consist of an eight (8) hour workday unless changes are successfully negotiated on by the agencies and the FSFSA.

(B) Management retains the right to schedule its employees; however, the State will make a good faith effort, whenever practical, to provide the employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Work beyond the normal workweek shall be administered in accordance with the provisions of Chapter 60L-34, Florida Administrative Code.

(D) Management retains the right to approve or disapprove time off for its employees. However, the State will make a good faith effort, whenever practical, to allow employees to use compensatory leave credits as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism (to include selection of overtime or earning of comp time). In any case, where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the Grievance Procedure under Article 6 herein, to Step 2 of the procedure.

(F) Bargaining Unit members will be notified in writing at least three (3) days prior to any modifications of scheduled hours referenced in Section 2(A) to include working days off, offsetting of excess hours, or scheduled events where more than eight (8) hours in a workday is planned, excluding emergency response unless their contracted hours have been reached as referenced in (A)

(G) Bargaining unit members will not be considered to be in "overtime" status or required to offset "extra hours" until they have met their contracted hours as referenced above in (A). Extra

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hours are defined by FSFSA as those exceeding the amounts established in Section 1(A) for normal work periods, 40 hours a week or 160 hours depending on the bargaining unit position affected.

(H) The state and FSFSA agree to establish work/ rest guidelines for the emergency response agencies. Agency established mandatory days off given to bargaining unit members will be compensated days off days of consisting of a minimum eight (8) hours at 1.5 times the members salary regardless of hours worked in the work week or work period unless those days coincide with a bargaining unit members normally scheduled day off.

(I) Bargaining unit members will only be required to work over their normal scheduled work day(s) on a voluntary basis, exceptions to this rule: (1) In emergency response situations where no other resources within the district/ region are available (2) An ongoing emergency incident where volunteer replacements are not available from within the district/ region/ state. (3) During a declared state of emergency by the State of Florida during which other provisions of this contract including pay and benefits will be applicable. (4) Fire readiness levels dictated by wildfire activity warrant extra staffing or prolonged staffing for emergency response situations.

(J) Bargaining unit members that choose to bank FLSA comp time in lieu of overtime will be compensated at 1.5 times total hours for overtime hours worked. Bargaining unit members shall be allowed to bank up to one hundred and twenty (120) hours and required to zero (0) out balances annually once a year by June 30th of each year. Any hours earned over the one hundred and twenty (120) hours banked will be compensated as overtime pay at 1.5 times the bargaining unit members hourly salary. Any unused FLSA balances remaining on June 30th annually will be paid out as the bargaining unit member's hourly rate of pay.

SECTION 2 – Work Schedules, Vacation And Holiday Schedules

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than fourteen (14) calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays, or hours

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are changed while the employee is on approved leave the agency will notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the agency, seniority and employee preference. The State and the Association understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of twelve (12) months unless otherwise requested by the employee.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the State will schedule the employee to be off work for a minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during the holidays.

(E) The State will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

(F) Holiday hours worked will be calculated at 1.5 hours times normal work hours when bargaining unit members are required to work during state recognized approved holidays.

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an

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SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an

employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

SECTION 4 – Work Day

(A) The State will make a good faith effort to not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, ~~provided this can be done prior to~~ at the end of the extended work period.

(C) Bargaining unit members who are assigned to an eight (8) hour work day will begin shift at 0800 unless conditions specified in Section 1
(I) are present.

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(I) are present.

Article 24

ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 - On-Call

(A) An "on-call" assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

(B) Agencies are required to provide 24 hour protection to the citizens of Florida for wildfire response. On- Call assignments will begin at the end of the workday and continue until the next scheduled operation period, under normal conditions from 1700 until 0800 the following morning.

(C) Bargaining unit members scheduled to be in an on-call status that can not go into on-call status due to the needs of the agency shall be compensated for those hours scheduled in accordance with Article 23 of this contract.

SECTION 2 - On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of ~~(\$1.00)~~ (\$5.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or Holiday as listed in Section 110.117, F.S. will be compensated by payment of a fee in an amount equal to ~~one-fourth (1/4)~~ one-half (1/2) of the statewide minimum for the employee's pay band level for each hour or portion thereof such employee is required to be on-call.

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Article 24

ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 - On-Call

(A) An "on-call" assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

(B) Agencies are required to provide 24 hour protection to the citizens of Florida for wildfire response. On- Call assignments will begin at the end of the workday and continue until the next scheduled operation period, under normal conditions from 1700 until 0800 the following morning.

(C) Bargaining unit members scheduled to be in an on-call status that can not go into on-call status due to the needs of the agency shall be compensated for those hours scheduled in accordance with Article 23 of this contract.

SECTION 2 - On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of ~~(\$1.00)~~ (\$5.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or Holiday as listed in Section 110.117, F.S. will be compensated by payment of a fee in an amount equal to ~~one-fourth (1/4)~~ one-half (1/2) of the statewide minimum for the employee's pay band level for each hour or portion thereof such employee is required to be on-call.

(C) On-call assignments are not to be granted on the basis of favoritism.

SECTION 3 - Call Back

(A) An employee called back to work beyond the employees scheduled hours of work for that day, shall be credited for actual time worked, or a minimum of ~~two (2) hours~~ four (4) hours, whichever is greater.

(B) An employee called back during a designated On-Call assignment, shall be required to be en route with apparatus within forty-five (45) minutes of confirmed notification by dispatch.

(C) Call back hours will be considered

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(B) An employee called back during a designated On-Call assignment, shall be required to be en route with apparatus within forty-five (45) minutes of confirmed notification by dispatch.

(C) Call back hours will be considered overtime and compensated at 1.5 times the employees salary or 1.5 times for compensatory leave depending on the bargaining unit members selection.

(D) Call back shall be defined as contacted by the agency or state representative for any state business requiring the employee to alter any of their off duty activities for the needs of the state for at least seven (7) minutes or more.

(E) Call back situations could occur whether the employee is an "On call" status or not. In the case the member is not in official "on call" status all details of this article will apply.

SECTION 4 – Residency Requirement

Division of Forestry employees will reside within 20 air miles of the assigned headquarters where the supervisor has knowingly permitted an employee to reside outside of the residency limits, the employee will not be required to move within the residency limits. If the employee changes residences in the future, the new residence will be within the limitation.

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(E) Call back situations could occur whether the employee is an "On call" status or not. In the case the member is not in official "on call" status all details of this article will apply.

**Article 25
WAGES**

SECTION 1 – Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2010-2011 General Appropriations Act as executed into law providing no competitive wage increase or change to the current pay grades or pay bands.~~

~~(B)(A)~~ Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2010-2011 2012-2013 General Appropriations Act in addition to where as otherwise stated in this contract upon ratification.

(B) All FSFSA Bargaining unit members shall be awarded a minimum 10% salary increase effective fiscal year 2012-2013 due to no cost of living adjustments or salary increase's awarded by legislation in over seven (7) plus years.

SECTION 2 – Cash Payout of Annual Leave

Permanent Career Service employees will have the option of receiving up to twenty-four (24) hours of unused annual leave each December in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes.

SECTION 3 – Savings Sharing Program

(A) In accordance with section 110.1245(1), Florida Statutes, individual employees or teams of employees may be eligible for "profit-sharing" for ideas or programs that result in a budget savings to the state.

(B) Agency heads may recommend to the Legislative Budget Commission employees who generated cost savings to share in a portion of these savings.

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

Section 5- Step Pay Plan

(A) Agencies shall establish step pay plans utilizing years in service within establish broadband position. Step one (1) pay grades will be set at current starting hire rate for said position classification and increasing annually on the members date of hire. Annual Step increases will be

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Section 5- Step Pay Plan

(A) Agencies shall establish step pay plans utilizing years in service within establish broadband position. Step one (1) pay grades will be set at current starting hire rate for said position classification and increasing annually on the members date of hire. Annual Step increases will be no less than three (3) percent of a members annual base salary or higher if determined by management for exemplary performance.

(B) FSFSA agrees that completed disciplinary actions above a written reprimand in

no less than three (3) percent of a members annual base salary or higher if determined by management for exemplary performance.

(B) FSFSA agrees that completed disciplinary actions above a written reprimand in accordance with article seven (7) of this contract would exclude members from being eligible for annual salary step plan increases.

(C) Step pay plan increases will be in addition to general appropriations act as executed into law or any salary increases or benefits changes established by legislation for state employees as a whole.

Section 6- Longevity Bonus

(A) Bargaining unit members will be rewarded for their commitment to the State of Florida and its citizen for extended periods and to help combat reoccurring turnover among the agencies.

(B) Agencies shall establish longevity bonuses for bargaining unit members as follows: Five (5) year anniversary \$5000 one time bonus, ten (10) year anniversary \$10,000 one time bonus, twenty (20) year anniversary \$20,000 one time bonus.

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Article 26
SAFETY

SECTION 1 - Minimum Staffing requirements

(A) Agencies will establish minimum staffing for all emergency response of at least two (2) firefighters per apparatus equipment when dispatched to emergency situations such as wildfires, hurricanes, floods, etc. One (1) firefighter at a minimum will serve as a lookout, establish the Incident Command System with adjoining forces, monitor fire behavior and conditions, maintain communications, and assist the initial attack firefighter as needed.

(B) No phase of emergency response operations will be conducted by bargaining until members until ALL safety protocols and requirements are established and enforced on the fireline.

Section 2 - Personal Protective Equipment Requirements

(A) Agencies will provide operating personal protective equipment to all wildland firefighters firefighters and apparatus in compliance with NFPA 1977 for all wildland firefighting and prescribed burning operations. At a minimum PPE will include but not limited too; Nomex clothing (Shirt and pants), approved hardhats with goggles or face shield, leather gloves, new generation fire shelters, headlamp, 8" in leather lace up boots, hand held radio with interagency communication capability.

(B) Agencies will provide optional use NFPA 1984 approved respirators for all wildland fire and prescribed burn operations to all bargaining unit members applicable.

(C) Agencies will provide at least 15 minutes of portable Self Contained Breathable Air in all wildland apparatus and equipment operating directly on the fireline for each operator. Portable Air is to be utilized for escaping from the incident as a last resort.

(D) Agencies will ensure adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground forces, and command forces, (2) ability to communicate with those cooperating agencies normally responding to incidents in the area, (3)

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Section 3- Fireline operations requirements

(A) FSFSA and the agencies both agree firefighting is dangerous high risk work and should only be performed by properly trained personnel. Only special high risk state certified wildland firefighters positions or state certified structure firefighters will conduct operations directly on the fireline in the wildfire environment during any phase of the operations unless a declaration of emergency is in place by the governor's office and an "all hands effort" is being required.

(B) Non certified positions and personnel on the fireline could be a risk to those fighting the fire and the State of Florida citizens. Non High Risk positions may only conduct operations on the fireline once all firefighter qualifications and requirements are met to include but not limited to minimum training, certification, and physical requirements are met as established in Article 13 Section 4 of this contract for our bargaining unit members.

(C) Non special high risk positions will only conduct operations in the wildfire environment or prescribed fire operations when directly supervised by fire fighter positions for the safety of our bargaining unit members.

(D) Agencies will establish a verification system to ensure lookouts are identified, communications with command and adjoining forces are established, escape routes are identified, and safety zones are established PRIOR to conducting and during any emergency response operations conducted by our members.

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**Article 27
UNIFORMS**

SECTION 1 – Uniform Allowance and Maintenance

(A) The State shall maintain its current practice of providing uniform allowance, boot reimbursement, and cleaning allowance. FSFSA employees who are currently required to wear uniforms shall have a combined uniform maintenance, uniform purchase, and boot allowance pursuant to the Division of Forestry's uniform policy.

(B) FSFSA and the state agree that adequate time for purchases should be allowed and adequate time allowed by the agency to process such purchases prior to fiscal deadlines of the agency. Bargaining unit members will be allowed to purchase uniform components with uniform allowances from August 1st to May 15th of each fiscal year.

(C) In the instance where uniforms are required and the agency does not provide adequate opportunities for whatever reasons (to include but not limited to lack of vendors, back orders, or change in uniform policies) to bargaining unit members to purchase or maintain uniforms by the established May 15th deadline, any monies allocated and not used for allowance, boot reimbursement, cleaning allowance, or allotments will be awarded to the bargaining unit employee directly affected.

(D) Uniform issues with vendors including but not limited to back orders, lack of vendors, changes in uniform components, etc. are the responsibility of the State of Florida and said vendors and will not have an adverse impact on bargaining unit member's established in policy and procedure or this contract. FSFSA agrees that ordering of wrong sizes and any errors made on the member's part reliefs the state of said responsibility to correct the issues.

SECTION 2 – Accessories

(A) Where hand-held radios are provided, they will be suitable for firefighting use.

(B) Where it is current practice shield or star style badges shall be provided to unit employees. Collar brass will continue to be standard issue per agency policy.

(C) Name tags shall continue to be standard issue per agency policy.

(D) Employees will be permitted to wear EMT, award recognition and union pins. The union

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SECTION 2 – Accessories

(A) Where hand-held radios are provided, they will be suitable for firefighting use, as referenced in Article 26 of this agreement.

(B) Where it is current practice shield or star style badges shall be provided to unit employees. Collar brass will continue to be standard issue per agency policy.

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pin shall be no larger than one (1) inch in diameter.

SECTION 3 – Non-Uniformed Employees

Non-uniformed bargaining unit employees in the Department of Financial Services, Division of State Fire Marshal shall receive a clothing allowance in the amount of \$250.00 annually.

EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

(E) Bargaining unit positions will be provided at no cost to the employee with badges or identification cards that can be used to identify them (both on and off the job) as emergency responder firefighter in the event of emergency situations to other rescue personnel and/ or the public in general.

SECTION 3 – Non-Uniformed Employees

(A) Non-uniformed bargaining unit employees in the Department of Financial Services, Division of State Fire Marshal shall receive a clothing allowance in the amount of \$250.00 annually.

(B) Fire Protection Specialist with the Agency for Health Care Administration shall receive the same clothing and clothing allowances as the same positions within the State Fire Marshal office.

Article 28
VACANT

Article 28
VACANT

Article 29
VACANT

Article 29
VACANT

Article 30

PREVAILING RIGHTS

All pay and benefits provisions published in the State Personnel System and/or existing practices which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Contract.

Article 30

VACANT

Article 31**MANAGEMENT RIGHTS**

The FSFSA agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Contract; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Contract.

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Article 32

ENTIRE AGREEMENT

SECTION 1 - Agreement/Reopeners

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements in conflict with this agreement, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) The State and FSFSA agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations for Fiscal Year 2010-2011, plus any articles under study as agreed to by the State and FSFSA.

(D) The State and FSFSA further agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2011-2012.

(E) Except as to the above subjects, the State and FSFSA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, FSFSA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandums of understanding which

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(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) Except as to the above subjects, the state and the FSFSA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

clarify or amend this Agreement, without having to be ratified by bargaining Unit members. Such settlements and memorandums of understanding shall be attached as Appendix C.

Article 33

SAVINGS CLAUSE

If any provision of this Contract should be rendered or declared invalid, or unlawful, or not enforceable by reason of any court action or existing or subsequently enacted legislation or federal regulation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Contract fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced; but the remaining parts or portions of this Contract shall remain in full force and effect for the term of this Contract.

Article 33

SAVINGS CLAUSE

If any provision of this Agreement is rendered or declared invalid, unlawful, or not enforceable by reason of any court action or existing or subsequently enacted legislation or federal regulation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**Article 34
DURATION**

SECTION 1 - Term

(A) This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June 2012. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

(B) In the event that the State and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to FSFSA Local S-20, 11310 South Orange Blossom Trail #218, Orlando, Florida 32837 and if by FSFSA shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

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(A) This Agreement shall remain in full force and effect through the thirtieth day of June 2013. This Agreement shall remain in full force and be effective during the period of negotiation, and may be extended in the manner set forth in the following paragraph.

(B) In the event that the state and the FSFSA 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.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the state shall be addressed to FSFSA Local S-20, 208 Odham Drive, Sanford, Florida 32773, and if by FSFSA shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

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February 13, 2013

Representative Charles Van Zant
Senator Alan Hays
Co-Chairs, Joint Select Committee
on Collective Bargaining
402 South Monroe Street
Tallahassee, FL 32399-1300

Dear Representative Van Zant and Senator Hays,

Please accept this letter as the written summary of the issues at impasse between AFSCME, Council 79 and the State of Florida. AFSCME and the State have not reached agreement on five of the Articles in our contract. In numeric order they are: Article 4 – No Discrimination, Article 6 – Grievance Procedure, Article 13 – Health and Safety, Article 18 – Leaves of Absence, Hours of Work, Disability Leave, and Article 25 – Wages. I will discuss each issue in numeric order.

Article 4 – No Discrimination

Article 4 consists of three sections. Section 1 prohibits discrimination for any reason prohibited under Federal law and provides remedies, Section 2 protects against sexual harassment and provides remedies, and Section 3 requires the Union to support the State's affirmative action program. These sections setting forth basic rights and remedies have been part of the contract for sometime and are not objected to by the Union or State.

The disagreement, or impasse, has arisen over the Union's proposal to add a Section to the Article that would ensure that state employees are treated the same as employees in the private sector and provide remedies. Over the last several years, involving numerous issues, and again this year over the defined benefit pension plan, the state has taken the position that state employees should be treated the same as private sector employees. The proposed new section would have three sub-parts, each ensuring the same rights and protections employees in the private sector enjoy under the law.

The first subsection clarifies that all state employees would receive at least minimum wage as set forth in the Florida Constitution and provides for a pay adjustment as a remedy if because of the January adjustment or other changes any employee fell below the minimum. Many members of our bargaining unit earn relatively modest pay. This subsection just recognizes that in the event an employees pay falls below the minimum level it would be adjusted up-ward.

The second subsection provides the same standards of workplace safety for State employees under the Occupational Safety and Health Standards Act, as employees in the private sector, recognizing in the contract a right to work in a reasonably safe workplace free from recognized hazards. The concept of a safe workplace seems non-controversial. A statement that it is the public policy of the state to provide safe workplaces has been part of the contract for a long time, and even if not specifically part of the contract, it would seem readily apparent that the state would have a policy to provide safe workplaces. This proposal attempts to adopt a policy of Governor Bush's and apply it to all of the members of the bargaining unit versus just some of them. It is discussed in more detail in our discussion of Article 13.

The third subsection places language in the contract that would clarify that the Fair Labor Standards Act protects state employees, just like it protects private sector employees. The act provides very basic, and widely recognized rights such as the 40-hour workweek and the requirement to pay time and a half for overtime.

The Union asks the legislature to include these equity provisions in the contract. They are not only fair, but they are the other side of the 'treat state employees like other employees' coin.

Article 6 – Grievance Procedure

Article 6 is eight pages long, includes four Sections and outlines the process for handling grievances. Florida law requires the last step in a negotiated grievance process to be arbitration. The Union proposes to leave the Article as it was last year and previously. The State's proposal changes the status quo by requiring the use of two different arbitrators instead of one. Obviously this is time consuming and expensive. The situation arises when the parties have a dispute about rather an issue is arbitral. An issue of arbitrability might arise because of a question of timeliness, or perhaps because of a question of whether the issue can even be grieved. The question of arbitrability is a threshold question - meaning it must be answered first. If the employee prevails the arbitrator moves on to decide the substantive issue. If the employee loses the substantive issue is never decided. Frequently the 'battle' over the question of arbitrability will decide the war. In those cases requiring the employment of a second arbitrator is a tremendous waste of time and money. In other cases, even if there is a dispute over the substantive issue hiring a second arbitrator is still time consuming and expensive. The current system works fine and is the most efficient.

The Union asks the legislature to maintain the status quo on Article 6.

Article 13 – Health and Safety

Article 13 is two pages and four sections. It creates a permissive 'Safety Committee' and has always set forth Florida's public policy of providing a safe workplace for state employees. The State and the Union have exchanged different proposals on

this issue. Because of the joint willingness in changing this Article the parties may still be able to resolve the issue.

Obviously the Union has a desire for their members to work in workplaces free of known hazards. The Union's proposal continues to recognize the State's previously agreed to policy recognizing the necessity to make every reasonable effort to provide employees safe and healthy workplaces. The Union uses Governor Bush's executive order, 2000-292, as the means to define the scope of the State's commitment and as an example as to the best way to implement the State's shared goal in providing safe workplaces. The Union's proposal simply incorporates Governor Bush's Executive Order language as part of the contract. The remedies, just like the scope of the obligation are identical to the executive order. This proposal is made as a new Section 1 with the subsequent sections renumbered.

Although the State has expressed a willingness to adopt Governor Bush's Executive Order, the Union has two concerns with that proposal. The first is that the State's proposal appears to be limited to the existence of Executive Order 2000-292. The Union cannot agree to something that could change merely by another Governor executing a new Executive Order that supersedes the order the contract referenced. Because of this concern the Union proposes the language, not the order, becomes part of the contract. The second concern involves coverage. Governor Bush had authority only over some of the agencies where members of the bargaining unit work. His order covers only those agencies. The Union wants to include every member of the bargaining unit. Our proposal specifically mentions the entire bargaining unit.

Because safety is important, and the State has expressed a public policy supporting work place safety, the Union asks the legislature to accept it's proposal that makes Governor Bush's executive order part of the contract applicable to all members of the bargaining unit.

Article 18 - Leaves of Absence, Hours of Work, Disability Leave

Article 18 is four pages and eight sections. The area of disagreement is in Section 8 - 'Special Compensatory Leave.' The State proposes status quo and the Union seeks to return to the version of the provision in place prior to July 1, 2012 - just one year ago. In last year's negotiations the Special Compensatory Leave provisions were changed from allowing accumulation of these hours to a requirement to use the hours within 120 days or the time would be forfeited. The members of the bargaining unit have learned through experience that those hours cannot be easily used within 120 days due to the real world needs of the agencies.

Special Compensatory Leave is only earned in two situations. The first is when an employee works, because of agency needs, on what would normally be a state holiday. These include Christmas, Thanksgiving, Veterans Day and other paid holidays as determined by the Legislature. The other situation is when the Governor

declares an emergency such as in a hurricane or a flood and it is determined too unsafe for state employees to travel to work. The Section was drafted originally in recognition of the needs of the 24/7/365 jobs. Because employees were asked to sacrifice their holidays and to come to work when roads may be unsafe the '**Special Compensatory Leave**' Section was drafted as a way to 'compensate' them for their dedication. These employees are invested in the success of their agencies mission. To ask them to work for free, which is the result of the 120-day forfeiture provision, creates an adverse relationship between the employees and the State. This is counter-productive and does not serve the best interest of the State or its employees.

The Union asks the Legislature to restore the Article to its prior form. Agencies that are frequently under staffed will better be able to achieve their mission goals and employees will be treated fairly.

Article 25 – Wages

As proposed by the State, Article 25 is two pages and nine sections. The State proposes \$1,200 one-time lump sum bonuses, plus applicable taxes, for all employees with "satisfactory" performance as well as \$2,500 and \$5,000 200 one-time lump sum bonuses, plus applicable taxes, for certain employees rated as "commendable" and "outstanding," respectively. The Union respects that the State wants to financially recognize all of its employees and reward high performers, but the Union fundamentally disagrees that the bonuses proposed should take the place of cost-of-living adjustments to employee salaries.

After years where salaries have failed to match inflation, the priority of the state should be investment in bringing salaries up to their former earning power through general cost-of-living adjustments (COLA). The last COLA for state employee salaries was 3 percent Oct. 1, 2006. According to the US Bureau of Labor Statistics, the Consumer Price Index (CPI) at that time was 201.8. In December 2012, the CPI stood at 229.601, an increase of 13.7 percent. On July 1, 2011, state employees were required to contribute 3 percent to the Florida Retirement System. Since the last COLA, state employees have had their earning power reduced by 16.7 percent.

The Union has proposed a 5-percent across-the-board increase for eligible employees with a \$1,200 minimum and asks the Legislature to fund permanent salary increases for the state employees.

Sincerely,

Doug Martin
Chief Negotiator, State Master Contract
AFSCME Florida Council 79
3064 Highland Oaks Terrace
Tallahassee, FL 32301

Article 6
GRIEVANCE PROCEDURE

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract that is filed on a grievance form as contained in Appendix B.

(B) "Employee" shall mean an employee or a group of employees having the same grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract.

(D) "File" or "Appeal" shall mean the receipt of a grievance by the appropriate step representative.

SECTION 2 – Election of Remedy and Representation

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is at the same time the subject of an administrative action under section 120.569 or 120.57, Florida Statutes, or appeal before a governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination in other appropriate forums. If a grievance is filed that may be processed under this Article and also under the Public Employees Relations Act pursuant to section 110.227(5), Florida Statutes, the grievant shall indicate at the time the grievance is reduced to writing which procedure is to be used as the exclusive remedy. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the employee. If the employee is represented by the Union or another representative, any decision agreed to by the state and

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State's Chief Labor Negotiator

Doug Martin
Chief Negotiator

Union or the state and the employee's designated representative, shall be binding on the employee.

(C) Where Union representation is authorized as provided in this Contract and is requested by an employee, the employee's representative shall be selected from the list of Stewards, Union Staff Representatives or Union Regional Directors which has been provided to the state in accordance with Article 5 of this Contract. The employee may also be represented by an attorney or other representative retained by either the Union or the employee.

(1) If an employee selects a Steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the Steward may be allowed a reasonable amount of time off with pay to investigate the grievance at the Oral Step and to represent the grievant at any Oral Step and Step 1 meetings which are held during regular work hours. Such time off with pay shall be subject to prior approval by the Steward's immediate supervisor; however, approval of such time off will not be withheld if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Steward's immediate supervisor will notify the grievant's supervisor prior to allowing the Steward time off to investigate the grievance.

(2) Investigations will be conducted in a way that does not interfere with state operations.

(3) As indicated in Article 5 of this Contract, the Steward in the same work location or the closest work location to the grievant's work location shall be selected to represent the employee. In no case shall a Steward be allowed to travel more than 25 miles from his official work location in order to investigate a grievance. The Union will make a reasonable effort to ensure that it trains a sufficient number of stewards in order to minimize any such travel.

(4) A Steward who has been selected to represent an employee as provided in this Article, will be considered a required participant at the Step 1 grievance meeting.

(5) An employee who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

(D) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee

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chose not to be represented by the Union.

(F) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of, subject, however, to the final disposition of the grievance.

(G) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the state or the Union in other cases.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. A grievance may be filed and responded to by facsimile, electronic mail, personal service, or mail. Grievances are to be filed on the appropriate form as contained in Appendix B of this Contract.

(B) Once a grievance is filed, no new violation or issue can be raised.

(C) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

(E) All grievances will be presented at Oral Step, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be filed at Step 2 on the grievance form as contained in Appendix B of this Contract within 21 days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 21 days of the occurrence of the event giving rise to the grievance.

(F) An employee who has not attained permanent status in his position can only file non-discipline grievances, which are final and binding at Step 3 as provided in this Article. With respect to disciplinary grievances, oral reprimands shall not be grievable. An employee who has attained permanent status in his position may grieve a written reprimand up to Step 2; the decision at that level shall be final and binding.

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For AFSCME Florida Council 79

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State's Chief Labor Negotiator

Doug Martin
Chief Negotiator

(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's designated representative, if any.

(1) Oral Discussion

(a) An employee having a grievance may, within 21 days following the occurrence of the event giving rise to the grievance, present the grievance orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated, and the relief requested. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

(b) If the grievance is not resolved by such informal discussion, the employee may, within 21 days after receipt of a timely decision at the Oral Step, file a written grievance at Step 1 of this procedure.

(c) Failure to communicate the decision in a timely manner shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

(2) STEP 1

(a) The employee or the designated employee representative shall file a written grievance with the Step 1 Management Representative to be received within 21 days following the occurrence of the event giving rise to the grievance, or within 21 days of receipt of the decision at the Oral Step, whichever is later, on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

(b) The Step 1 Management Representative or his designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within 14 days following the date the

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grievance is received at Step 1.

(c) Failure to communicate the decision in a timely manner shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

(3) STEP 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may file a written grievance with the Agency Head or designated representative within 21 days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the last valid due date. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or designated representative may meet with the employee and/or the designated Union Staff Representative to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision in a timely manner shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

(4) STEP 3

(a) If the grievance is not resolved at Step 2, the Union President or the designated member of the Union President's staff, or the employee or designated employee representative if not represented by the Union, may appeal the Step 2 decision by filing a written grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 21 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief

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requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The designated representative of the Department of Management Services may meet with the Union President or the designated member of the Union President's staff, the employee, or the designated employee representative if not represented by the union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

(b) The designated representative of the Department of Management Services shall communicate a decision in writing to the Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the employee or the designated employee representative, within 21 days following receipt of the written grievance. The employee's representative is responsible for providing a copy of the Step 3 decision to the employee.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

(5) GRIEVANCE MEDIATION

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(6) ARBITRATION

(a) If the grievance is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the Step 3 decision to Arbitration by filing a written appeal to arbitration on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 45 days after receipt of the decision at Step 3, provided the Step 3 decision is received on or before the last valid due date. The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the Step 3 decision. If, at

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the initial written step, the employee did not elect Union representation, or the Union refused to represent the employee because the employee was not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration or may designate another representative to appeal the Step 3 decision to arbitration on their behalf.

(b) The parties may agree in writing to file related grievances for hearing before the same arbitrator.

(c) The arbitrator shall be one person from a panel of at least five (5) arbitrators, mutually selected by the state and the Union to serve in rotation for any case submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings and shall contact the next arbitrator in the agreed rotation and coordinate the arbitration hearing time and date.

(d) Arbitration hearings shall be held 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) Issues of arbitrability shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the state, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall conform an award to the limitations imposed by section 447.401, Florida Statutes, and specifically shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

5. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

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Chief Negotiator

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages.

(g) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(h) The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

(A) Failure to initiate, file or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance to be received within the specified time limit shall permit the employee, the Union, or the designated employee representative where appropriate, to proceed to the next step.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

For the State

Michael Mattimore
State's Chief Labor Negotiator

For AFSCME Florida Council 79

Doug Martin
Chief Negotiator

Article 13
HEALTH AND SAFETY

SECTION 1 – Occupational Safety and Health

(A) It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment free from recognized hazards and comply with federal law, United States Code, Title 29, Chapter 15, the Occupational Safety and Health Act (OSHA).

SECTION 2 – Safety Committee

(~~AB~~) Where management has created a workplace safety committee in a state-controlled facility, the Union shall select one unit employee of the facility to serve on such committee.

(~~BC~~) 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 ~~3~~2 – Employee Safety

(A) An employee becoming aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

(B) When an employee believes that an unsafe working condition exists in the work area, he shall immediately report the condition to the supervisor. The supervisor shall investigate the report, and make a reasonable effort to take action deemed appropriate. The nature of the action taken shall be based on the seriousness of the condition. Within 30 days after the report of unsafe working condition is received, the supervisor will furnish a response to the employee and, where the employee's report was in writing, the supervisor shall respond in writing.

SECTION ~~4~~3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, ~~but only to Step 2 of the Grievance Procedure of the Contract.~~

SECTION ~~5~~4 – Use of Inmate Labor or Known Criminal Offender Labor

(A) Employees working for any agency, exclusive of the Department of Corrections and the Department of Juvenile Justice, who are not told at the time of employment in that

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Michael Mattimore
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Doug Martin
Chief Negotiator

Date

Date

position that they may be required to work with or supervise inmates or persons known to by the agency to be under the supervision of a court or a criminal justice agency, may, because of religious or moral objection, request reassignment to a comparable vacant position not requiring work with or supervision of inmates or persons known to by the agency to be under the supervision of a court or criminal justice agency. Such requests shall not be unreasonably denied.

(B) It shall be prohibited for any agency head, or any other officer or employee of an agency, to take any retaliatory action against an individual who, in accordance with this section, requests reassignment to a position not requiring work with or supervision of inmates or persons known to by the agency to be under the supervision of a court or criminal justice agency.

For the State

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Article 18
LEAVES OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE

SECTION 1-7 retain current contract language.

SECTION 8 – Special Compensatory Leave

(A) Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned 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 credits shall be calculated by multiplying the number of hours the employee performed work on the qualifying holiday or period of declared emergency times 1.5.

(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) When Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not cannot be used each year by the employee by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, because of operational needs of the agency, the employee shall be paid for the special compensatory leave credits by multiplying the employee's hourly pay rate times the number of special compensatory credits, unless the agency and employee agree to extend the date the credits must be used for an additional 180 days. be forfeited.

(2) When Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not cannot be used by the employee within 120 calendar days from the end of the work period in which the leave is credited because of operational needs of the agency, the employee shall be paid for the special compensatory leave credits by multiplying the employee's hourly pay rate times the number of special

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compensatory credits, unless the agency and employee agree to extend the date the credits must be used for an additional 180 days 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.~~

(E) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

For the State

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State's Chief Labor Negotiator

For AFSCME Florida Council 79

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ARTICLE 25 WAGES

In order to recruit and retain the excellent personnel who have made the State of Florida the most efficient state government in United States, the policy of the State of Florida should be to maintain the earning power of their employees so that their salaries keep up with inflation. After years where salaries have failed to match inflation, the priority of the state should be investment in bringing salaries up to their former earning power through general cost-of-living adjustments (COLA). The last COLA for state employee salaries was 3 percent Oct. 1, 2006. According to the US Bureau of Labor Statistics, the Consumer Price Index (CPI) at that time was 201.8. In December 2012, the CPI stood at 229.601, an increase of 13.7 percent. On July 1, 2011, state employees were required to contribute 3 percent to the Florida Retirement System. Since the last COLA, state employees have had their earning power reduced by 16.7 percent. Although such a large percentage cannot be recouped in a single year, the state must begin paying down the debt owed to its employees who have helped balance the budget out of their own salaries and by taking on the work of laid off co-workers and unfilled positions.

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act. All employees of the AFSCME represented bargaining units (Professional, Administrative Clerical, Operational Services and Human Services) will receive a 5 percent increase, plus applicable taxes, to their base rate of pay on July 1, 2013, with a \$1,200 minimum increase.

SECTION 2 – Cash Payout of ~~Annual~~ Leave

Permanent Career Service employees will have ~~may be given~~ the option of receiving up to twenty-four (24) hours of unused annual leave each December, in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes. Permanent Career Service employees in the AFSCME represented bargaining units (Professional, Administrative/Clerical, Operational Services and Human Services) will have the option of receiving a payout each December of all unused special compensatory leave earned after July 1, 2012.

For the State

Michael Mattimore
State's Chief Labor Negotiator

For AFSCME Florida Council 79

Doug Martin
Chief Negotiator

SECTION 3 – Savings Sharing Program

Individual An employees or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code. The granting of merit pay increases should be awarded fairly and be distributed proportionally to all members of a work unit who have achieved outstanding or commendable performance. Supervisors will be required to document the objective criteria used for awarding merit pay increases.

SECTION 5 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-14 General Appropriations Act, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

For the State

Michael Mattimore
State's Chief Labor Negotiator

For AFSCME Florida Council 79

Doug Martin
Chief Negotiator

Article 34
DURATION

SECTION 1 – Term

This Contract shall remain in full force and effect through the thirtieth day of June 2013 2015. The State and the AFSCME agree that changes in any four (4) articles within this Agreement that AFSCME or the State desire to reopen shall be subject to negotiations for Fiscal Year 2014-2015. This Contract shall remain in full force during the period of negotiations on a successor agreement, and may be extended in the manner set forth in the following paragraph.

In the event that the state and the Union fail to secure a successor Contract prior to the expiration of this Contract, the parties may agree in writing to extend this Contract for any period of time.

In the event that either party desires to terminate or modify this Contract, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the state shall be addressed to Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Contract may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Contract as provided above would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

For AFSCME Florida Council 79

Doug Martin
Chief Negotiator



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 11, 2013

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Operations Subcommittee
Room 218 House Office Building
Tallahassee, Florida 32399

Re: **Collective Bargaining Proposals of PBA for
Special Agents Unit**

Dear Senator Hays and Representative Van Zant:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the Special Agents Unit. These proposals are drafted in legislative style with new language underlined and language the PBA proposes to delete, struck-through.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a substantial number of articles. While the PBA believes it is fair to state that several of the articles will be resolved as negotiations progress, it is equally fair to state many will not be resolved and will require resolution by the Florida Legislature.

In order to assist you in resolving the impasse, the Florida PBA offers the following comments:

- (1) Information relating to the PBA proposals and the reasons for such proposals are available from two primary contact persons:
 - (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and
 - (b) PBA General Counsel, Hal Johnson, hal@flpba.org.
- (2) As always, a fair wage adjustment is the number one priority for the PBA and its membership. Its wage proposal has 2 important components: (a) a 6% competitive pay adjustment in the individual officer's base salary, which is a "catch-up" pay adjustment in the individual's base salary to recover from the lack of general wage adjustments over the past several years and the pension contribution effective in 2011; and (b) a compression adjustment of 3% in the base salary of individual law enforcement personnel with 7 or more years of service.

- (3) A second major priority of the PBA is to retain agency independence in resolving the special compensatory leave "liability" problem. The PBA has worked hard with several agencies including FDLE, FHP and FWC to develop programs that will, over a relatively short period of time, substantially reduce the amount of special compensatory time the law enforcement personnel have accumulated. The agencies appear pleased with the results of these programs as do the agencies' law enforcement personnel. The PBA and agencies would like the special compensatory leave reduction programs to continue through memorandum of understandings reached between PBA and the agencies.
- (4) The Governor and DMS have proposed a pilot program relating to disciplinary appeals. Currently, career service employees have two options. The PBA would like to see the two-option system continue unchanged rather than "test pilot" a single option disciplinary appeal process.

As previously stated, there remain many other articles at impasse in the proposed collective bargaining agreement which have not been fully discussed. The PBA will continue to work with the Governor and DMS to resolve them. In the event agreement on them cannot be reached, then it is the position of the PBA that the "status quo" (old language) be retained for these articles.

Thank you for your consideration of the Florida P.B.A. bargaining proposals. And, please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
John Love, State Affairs Committee
Heather Williamson, State Affairs Committee
James Futch, FDLEEA Chapter President



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

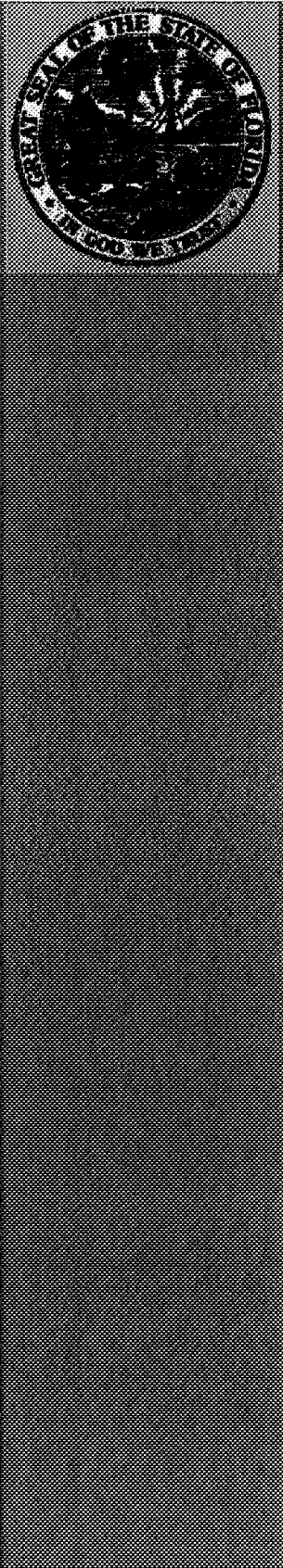
July 1, 2013 through June 30, 2014

SPECIAL AGENT BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. **[Changes to the current agreement are found at Articles 5, 6, 18, 23, 25, 26, 27, 31 and 35.]**



***AGREEMENT**

THE STATE OF FLORIDA

and

**THE FLORIDA POLICE
BENEVOLENT ASSOCIATION**

Special Agent Bargaining Unit

**Effective July 1, 2012 through
June 30, 2013**

*Incorporates 2012 Legislative Impasse Resolution
to Articles 5, 25, and 31*

All other articles status quo from Fiscal Year 2011-12 Agreement

***TO BE CHANGED ONCE AGREEMENT ON
DURATION AND OTHER ARTICLES IS
REACHED**

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the "Association") representing the employees in the Special Agent bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

(A) The State hereby recognizes the Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Special Agent bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification No. 1228.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3 VACANT

Article 4
NO DISCRIMINATION

SECTION 1 – Non-Discrimination Policy – State-Federal Law

(A) The State and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The Association shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of unlawful discrimination by an employee against the State, its officials or representatives, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

(D) The Association agrees to support the State's current affirmative action programs and efforts to comply with the Americans with Disabilities Act, as well as other initiatives to avoid unlawful discrimination.

SECTION 2 – Non-Discrimination Policy – Association Membership

Neither the State nor the Association shall interfere with the right of law enforcement employees covered by this Agreement to become or refrain from becoming members of the Association, and neither the State nor the Association shall discriminate against any such employee because of membership or non-membership in any employee organization.

Article 5 *~~2012 Legislative Impasse Resolution~~*
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definitions

(A) The term "employee" as used in this Agreement, shall mean an employee included in the Special Agent bargaining unit represented by the Florida Police Benevolent Association, Inc. (Association).

(B) The term "Grievance Representative," as used in this Agreement, shall mean an employee who has been designated by the President of the Association to investigate grievances at the Oral Step, and to represent a grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Association has been selected as the employee's representative.

SECTION 2 – Representation

(A) The Association shall select one (1) employee as an Association Grievance Representative per region as defined by the Florida Department of Law Enforcement, and shall furnish to the state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. In addition, the Association shall furnish to the state and keep up-to-date a list of Association Staff Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the appropriate list. Where Association

representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

(B) Where Association representation is not requested by the employee, an Association Grievance Representative shall be notified of and be given an opportunity to be present at any meeting held concerning the grievance.

SECTION 3 – Representative Access

The state agrees that accredited representatives of the Association shall have access to the premises of the state which are available to the public. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 – Academy Access

Where the agency operates its own Academy and conducts entry-level Special Agent training, a representative of the Association, accompanied by a representative of the Executive Director, will be permitted to address each entry-level Special Agent class during class time to provide each recruit a copy of the current Special Agent Unit Agreement and to discuss the provisions of that Agreement. This presentation will not last longer than 30 minutes unless a longer period is agreed to by the Association and the agency, and may be made only once per class at a time mutually selected in advance by the Association, the representative of the Executive Director, and the Special Agent Unit Head or designee.

It is understood by the parties that the Association will not use this time to solicit new members. Any violation of this provision may result in the revocation of this section of the Agreement.

SECTION 5 – Consultation

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services and/or designated representative(s) shall make a good faith effort to meet and consult on a quarterly basis with three (3) Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the Executive Director and/or designated representatives shall meet and consult with not more than two (2) Association representatives from the Agency and the Association Staff Representative. Such meetings shall be held at a time and place designated by the Executive Director.

(C) Upon request by the designated Association Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative and not more than two (2) Association representatives from the Agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires

reasonable travel time during the working hours of any employee participant, such participant shall be granted administrative leave for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than three (3) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which any employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.

(B) When requested in writing, the state agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board.

(C) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) Reports of Association committees,
- (5) Association benefit programs,
- (6) Current Association contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of Association members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the Association's authorized representative.

(F) A violation of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

SECTION 7 – Employee Lists

(A) Upon request of the designated Association Staff Representative, the state will, on no more than a quarterly basis, provide the Association with a list giving the name, work address on file, classification title, and gross salary for each employee.

(B) When an employee resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted or demoted out of the bargaining unit, the state shall promptly notify the

Association, giving the employee's name and agency.

SECTION 8 – 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 Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Association shall notify the Department of Management Services in writing within seven (7) calendar days of its receipt of written notification from the Department, of its comments concerning the proposed change(s) or its desire to discuss the proposed change(s). Failure of the Association to notify the Department of Management Services within the specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 9 – Negotiations

(A) The Association 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 Association 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 Association at any other level of state government.

(B) The Association may designate certain employees to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No 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. No more than three (3) employees that may attend a preparatory meeting or negotiating session. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit.

SECTION 9 – Changes to Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory

subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and the Association to encourage informal discussions of complaints between management and employees covered by this Agreement, as well as between supervisors and covered employees. Such discussions should be held with view to reaching an understanding, which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Employee" shall mean a Special Agent, Special Agent Trainee, or a group of such employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Personnel Rules.

SECTION 2 – Election of Remedy and Representation

(A) If an employee or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the Association shall elect at the outset, which procedure is to be used and such election shall be binding on the employee or the Association. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Association. When the employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the State and the Association shall be binding on the employee.

(C) If the employee is not represented by the Association, any adjustment of the

grievance shall be consistent with the terms of this collective bargaining Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) 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. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee shall notice the agency head or his designated representative of his intention to grieve a suspension within seven (7) days of the receipt of the final notice from the agency. The employee's failure to do so shall permit the agency to proceed with the suspension.

(D) ~~Once a grievance is presented, no new violation or issue can be raised.~~ Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Association or the State in other cases.

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

(G) ~~Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.~~ Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the management representative who has the authority to adjust the grievance, for informal discussion, and the management representative shall make every effort to resolve the grievance promptly.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the Association Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the Grievance form must contain the same information as a grievance filed at Step 1 above. The Agency Head or his designated representative may have a meeting with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or his designated representative shall communicate a decision in writing to the employee and to the Association Grievance Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

Step 3 shall serve as the final and binding step for all matters, which are grievable, but not arbitrable, under this Agreement.

(a) If the grievance is not resolved at Step 2, the employee or his designated representative may submit the grievance in writing to the Department of Management Services within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services may have a meeting with the Association Staff Representative or his designee, to discuss the grievance. The Department of

Management Services shall communicate a decision in writing to the employee and to the Association Staff Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on a form to be supplied by the State, within fourteen (14) days after receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the employee because he was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Association to serve in rotation for any case or cases submitted.

(c) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the State, the Association, the grievant(s), and the employees in the bargaining Unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities

have been abridged, delegated or modified by the expressed provisions of this Agreement.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

(f) The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(g) The Association will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

(A) Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association by the written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or an employee to process a grievance (1) in 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 an individual employee or group of employees, or by the Association.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1

Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

(3) Any employee who has not attained permanent status in the Career Service can only bring non-discipline grievances to Step 3 as provided for in this Article.

Article 7

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

SECTION 1 – Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and related statements are reduced to writing, under oath and signed. An internal investigation may be opened on the basis of an anonymous or unwritten complaint if, following a preliminary review of the allegations, the agency determines there is a reasonable basis to initiate the investigation.

(C) Any employee while under investigation and subject to interrogation by members of the Department of Law Enforcement for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Sections 112.532 and 112.533, Florida Statutes. Failure of the Department to comply with Sections 112.532 and 112.533, Florida Statutes, shall be subject to the grievance procedure in Article 6, but only through Step 2.

(D) In cases where an agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave pending investigation, such leave shall be in accordance with Chapter 60L-34, Florida Administrative Code.

(E) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation

of a complaint or allegation.

(F) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this Section shall obligate the State to violate or act in a manner contrary to Chapter 119, Florida Statutes.

(G) The State shall ensure that persons who investigate charges against law enforcement employees are aware of, and in good faith abide by, the requirements of Sections 112.532 and 112.533, Florida Statutes.

SECTION 2 – Disciplinary Action

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause. Cause shall include, but is not limited to poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime. The agency head shall ensure that all employees of the agency have reasonable access to the agency's personnel manual.

(B) If filed within fourteen (14) calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in the Career Service concerning a reduction in base pay, suspension, demotion, or dismissal may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. Written reprimands shall be subject to the grievance procedure in Article 6 but only through at Step 3.

(C) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when disciplined.

(D) Each employee shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.

(E) An employee may request that an Association Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, demotion, or dismissal of the employee is being considered.

(F) An oral reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding twelve (12) months from the date of issuance, and a written reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding twenty-four (24) months from the date of issuance, and further provided that the oral or written reprimands were not for a major offense which could have resulted in the employee's dismissal.

Article 8 WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

- (1) The competitive area for the bargaining unit shall be statewide unless the Department and Association agree otherwise.
- (2) Layoff shall be by class or occupational level within the Special Agent unit.
- (3) Any employee who does not have Career Service status may be laid off without applying the provision for retention rights.
- (4) No employee with permanent status in the affected class shall be laid off while an employee who does not hold permanent status is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet selective competition criteria.
- (5) All employees who have permanent status in the affected class or level shall be ranked in a layoff list based on the total retention points derived as follows:
 - (a) Length-of-service retention points shall be based on one point for each month of continuous service in a Career Service position based on the five years immediately prior to the agency's established cutoff date for the determining layoff.
 - (1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in services if such break is not in excess of 31 calendar days.
 - (2) An employee who has been laid off and is reemployed within one year from the date of layoff, shall not be considered to have a break in service.
 - (3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break between services is more than 31 days. Only the time spent in Career Service can be counted in calculating retention points.
 - (b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted from the length of service points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.
- (6) The layoff list shall be prepared by totaling retention points. Employees eligible for veteran's preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.
- (7) The employee with the highest total retention points is placed at the top of the list and the employee with the lowest total retention points is placed at the bottom of the list.
- (8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the class to be abolished is

complete.

(9) Should two or more employees have the same combined total retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected class.

(b) The employee with the longest continuous Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff in lieu thereof, two weeks pay for a combination of days notice or pay, in lieu of the full fourteen calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request a reassignment within the competitive area in lieu of layoff to another position. Such request must be in writing.

(11) An employee's request for reassignment or demotion shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedures provided in this section.

(13) If an employee requests a reassignment or demotion in lieu of layoff, the same formula and criteria for establishing retention points for that class shall be used as prescribed in this section.

SECTION 2 – Recall

(A) When a vacancy occurs or a new position is established, laid off employees shall be recalled in the following manner:

(1) For one year following lay-off, when a position is to be filled, or a new position is established in the same agency and in the same class within the affected competitive area, the laid off employees with the highest number of retention points shall be offered reemployment and subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status. An employee who refuses such offer of employment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(2) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same class in the same agency from which the employees was demoted in lieu of layoff, shall be promoted with permanent status.

(3) Under no circumstances is a layoff to be considered a disciplinary action, and in the event an employee elects to appeal the action taken, such appeal must be based on whether the layoff was in accordance with the provisions of this article.

SECTION 3 – Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 – Job Security

(A) The State shall make a reasonable effort to notify the Association at least thirty (30) days in advance of classes within the bargaining unit that will be involved in a layoff. Prior to the actual layoff, the State will meet with the Association to discuss the effect of the layoff on the employees involved.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the Association of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, PROMOTION

It is the intent of the State and the Association that the minimum initial service obligation for Unit members shall be twenty-four (24) months. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request reassignment, transfer, or a change in duty station in accordance with the provisions of this Article; however, the State retains the right to determine the nature and location of work assignments based upon staffing needs.

SECTION 1 – Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within fifty (50) miles of his current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one class/occupational level to a different position in the same class/occupational level with the same essential knowledge, skills & abilities, regardless of the location of the position.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

SECTION 2 – Procedures and Exceptions

(A) An employee who has completed the twenty-four (24) month minimum service obligation in his initial job assignment may apply for a reassignment on a Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the county(ies) and/or duty station to which the employee would like to be reassigned.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested reassignment. The employee shall provide a copy of the Request to the Association at the time it is filed with the agency.

(D) Except where a vacancy is filled by demotion, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class/occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. The parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the class/occupational level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the class/occupational level is not selected for the vacant position, all employees who have greater length of service in the class/occupational level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where mutually agreed otherwise by the Association and the Agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the specific class/occupational level, county(ies), and/or duty station declined, for a period of twelve (12) months.

(H) The twenty-four (24) month service obligation for an initial appointment shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or his designee.

SECTION 3 – Involuntary Reassignment, Transfer or Change in Duty Station

(A) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(B) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer or change in duty station at any time, of any employee, 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 an effort not to affect any involuntary reassignment, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, a member involuntarily transferred will be permitted ninety (90) days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Reassignments, transfers and changes in duty station shall not be utilized as disciplinary sanctions.

SECTION 4 – Notice

(A) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any reassignment and thirty (30) calendar days' notice prior to the agency affecting any transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the State from making effecting reassignments, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

(C) When an Agency establishes a new position within a class/occupational level it shall notice all Agency bargaining Unit employees of the duties and responsibilities of the position and the qualifications for said position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

SECTION 5 – Promotion

The State and the Association agree that promotion of an FDLE member to Special Agent should be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing whatever additional training required by the Department prior to such appointment. The parties agree that the provisions of the Personnel Rules will be followed when making such appointments.

SECTION 6 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level shall attain permanent status in that classification or occupational level upon successful completion of

the designated probationary period. Such employee shall not lose permanent in such classification or occupational level by accepting a promotion to a higher classification or occupational level with the same agency and within the Career Service system.

(B) An employee who has obtained permanent status in a classification or occupational level who is promoted to a higher classification or occupational level that fails, to due to performance, to satisfactorily complete probation in the promotional classification or occupational level shall be demoted in the former classification or occupational level previously held by the employee in an available vacant position.

(1) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower class/occupational level.

(2) Such a demotion shall not be grievable under Article 6 of this Agreement.

(3) Such a demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.

SECTION 7 – Relocation Allowance

An employee who is reassigned, or promoted, and who is required by agency policy to relocate his residence shall be granted time off with pay for two (2) work days for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 8 – Grievability

(A) An employee complaint concerning 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 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.

Article 10 GROOMING

The Parties agree that the agency shall have the right to set reasonable and professional grooming standards for its employees. The Agency and State agree to consult with the Association in the development of said grooming standards.

Article 11

CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's class specification.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the class specification to which his position is allocated, the employee may request that the Executive Director review the duties assigned to the employee's position. The Executive Director or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request in review by the Secretary of Management Services or his designee.

(D) The decision of the Secretary of Management Services or his designee as to the classification of the position shall be final and binding on all parties.

Article 12 PERSONNEL RECORDS

SECTION 1 – Personnel File

(A) There shall be only one official personnel file for each Unit employee, which shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or designee, which may be a contractor. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

(B) If any derogatory material is placed in a Unit employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) A Unit employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Executive Director or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Privacy

The home addresses, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the places of employment of the spouses and children and the names and locations of schools attended by the children of said active or

former law enforcement personnel are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

SECTION 3 – Counseling Notes

(A) The State and the Association agree that a letter of counseling or counseling notice is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

(B) A letter of counseling or counseling notice will not be considered in determining progressive discipline provided the employee has not been counseled or disciplined for the same offense during the succeeding twelve (12) months, except it may be cited to demonstrate the employee had been previously noticed of the same performance or conduct deficiency.

Article 13 SAFETY

SECTION 1 – Vehicle Safety

Vehicles used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by Special Agent bargaining Unit employees, the State will guarantee that each bargaining Unit employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Safety Committee

Where the agency has a Safety Committee, the Association will name one bargaining Unit member to serve on such committee. Where such a committee has not been established, the State will consider establishment of one in each location having Special Agent Unit employees. Time spent in attendance and travel to such committee meetings shall be considered as time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

Article 14 PERFORMANCE REVIEW

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. All appraisals shall conform to the provisions of Section 110.224, Florida Statutes.

(B) The Parties agree that management is required to establish squad-level numerical arrest and other case-related goals in accordance with Legislative direction associated with performance-based budgeting. Such goals may be considered for the evaluation of individual

performance; however, the primary factor in such evaluation shall be the individual's performance of his assigned duties and responsibilities.

(C) The Parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however a performance appraisal may be contested if it serves, in whole or in part, as the basis for a disciplinary action.

(D) Any employee who has attained permanent status in his current class shall not be disciplined for poor performance unless the employee has been counseled about the poor performance, and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Bargaining Unit employees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

Article 15 SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification/occupational level; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 – Seniority Application

Except under extraordinary circumstances, vacations, and regular days off shall be scheduled with due regard for needs of the agency, seniority and bargaining Unit employee preference. The State and the Association understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 – Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT

SECTION 1 – Outside Employment – Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police

employment outside of State government, the employee shall notify the Executive Director, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the employing agency's procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

SECTION 2 – Outside Employment – Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with Chapter 60L-32, Florida Administrative Code and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's State employment or with the employing agency's procedures limiting such outside employment.

(B) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty police employment, provided the off-duty employment is within fifty (50) miles of the employee's city of assignment, and the official car directly facilitates the performance of the off-duty employment. Use of the official car which necessitates travel beyond fifty (50) miles of the employee's city of assignment will require prior written approval by either the employee's Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
- (2) It does not interfere with the employee's primary duties as a State law enforcement officer;
- (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
- (4) Such employment does not carry the employee outside the State of Florida;
and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to 64 hours per week of on-duty and off-duty approved work. Employees may work in excess of 64 hours per week with the approval of the Regional Director.

(E) When required by the agency, bargaining Unit employees who are utilizing State

equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, and liability insurance.

SECTION 3 – Reimbursement of Costs

All mileage placed on a State automobile in off-duty police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

Article 17

DEPARTMENT VEHICLES

The agency may provide each unit employee with an unmarked vehicle for work use. Employees will reside within 35 miles of their assigned office.

An employee currently residing outside of the 35 mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 35 mile rule, unless the Agency grants the employee a waiver of the rule.

Article 18

LEAVE

The attendance and leave provisions as contained in Chapter 60L-34 of the Personnel Rules shall apply to all bargaining Unit employees, except as noted in this agreement.

Article 19

PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the Agency as being required by the employee to adequately perform the duties of his position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) The Agency has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Executive Director or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$300 (including any required examination)

Other Items - the Executive Director or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$600.

Article 21 ACTING RANKS

SECTION 1 – Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher classification than the employee's permanent classification, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a temporary special duty additive as provided in Chapter 60L-32, Florida Administrative Code. If an employee performs duties in a higher classification for twenty-two (22) consecutive workdays within any six (6) consecutive months, the employee shall be eligible for a Temporary Special Duty salary additive, as provided in Article 25 of this Agreement, effective the first day of performing such duties.

SECTION 2 – Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a higher classification shall be paid according to the same compensation method as permanent promotees under the Personnel Rules.

SECTION 3 – Return to Regular Rate

Employees being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends.

Article 22 JOB-CONNECTED DISABILITY

SECTION 1 – Section 440.15(11), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(11), Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the Association concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 2 – Chapter 60L-34, Florida Administrative Code – Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Personnel Rules. The Executive Director or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or its designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 3 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under the Personnel Rules as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Executive Director or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) Where an employee is temporarily unable to perform his normal work duties, but is given a reasonable prognosis to return to full duty within the near future, the Executive Director or his designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(C) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Executive Director or his designee shall attempt to reasonably accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions.

(D) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

Article 23

WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

(A) The normal workweek for each full-time employee shall be forty (40) hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the Association will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein.

(C) The Association agrees to support those changes in Chapter 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 an agency has a plan approved in advance by the Department of Management Services, FLSA special compensatory leave credits shall be granted, administered and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of eighty (80) hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

SECTION 2 – Workday

(A) Agencies shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 3 – Sick Leave Pool and Sick Leave Transfer

Special Agent bargaining Unit employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 4 – Special Compensatory Leave

Special Agent bargaining Unit employees shall be required, with reasonable advance notice, to use special compensatory leave ~~before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits in accordance with the current agency policy and procedure. The use of special compensatory leave usage may be extended by the agency based upon operational needs or declared emergencies.~~

Article 24 ON CALL, CALL BACK and COURT APPEARANCES

SECTION 1 – Call-Back

A Unit employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

SECTION 2 – Court Appearances

If a Unit employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

SECTION 3 – On-Call

Based on the availability of funds, employees who are required to be on-call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available. Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

Article 25 WAGES

2012 Legislative Impasse Resolution

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2012-13~~2013-2014 General Appropriations Act, and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

3. Effective July 1, 2013 all employees serving on the Protective Operations Squad shall receive a temporary duty salary additive in the amount of five percent (5%) of the employee's base rate of pay.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2012-13 General Appropriations Act.

SECTION 2 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2012-13 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the FDLE is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or

area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

Permanent Career Service employees may be given the option of receiving up to 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

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 – 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.

Article 26

EQUIPMENT AND SERVICE AWARDS

SECTION 1 – Accessories and Equipment

Accessories and equipment will include the following minimum requirements:

(A) A service weapon gun belt, holster and accessories as appropriate for the Unit employees.

(B) Spare ammunition, and an appropriate case.

(C) Where hand-held radios are provided, they will be suitable for law enforcement use.

(D) The agency shall provide bullet-proof vests to bargaining Unit employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

(F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current State of Florida contract specifications for unmarked law enforcement vehicles.

SECTION 2 – Clothing Allowance

Employees of this Unit shall receive a clothing allowance in the amount of ~~\$500.00~~750.00 annually.

SECTION 3 – Award

When an employee retires under any provision of the State retirement system, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card

clearly marked "RETIRED" as provided in Section 112.193, Florida Statutes.

SECTION 4 – Award Program

The State agrees to promote a program of recognition awards for bargaining Unit employees which shall include:

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing fifteen (15), twenty (20) and twenty-five (25) years of service.
- (D) Upon normal retirement, an identification card and badge.

Article 27 INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation- at no additional cost in co-payments or health insurance premiums to the employee.

SECTION 2 – Death In-Line-Of-Duty Benefits

- (A) Funeral and burial expenses will be as provided in Section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in Section 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in Section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the Association concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

Article 28 TRAVEL EXPENSES

SECTION 1 – Payment of Travel Vouchers

With the prior approval of the Executive Director, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 – Emergency Travel

- (A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification

may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 – Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate of 44.5 cents per mile.

Article 29 DRUG TESTING

(A) The State and the Association agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 6. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

Article 30 NO STRIKE

SECTION 1 – No Strike Agreement

Neither the Association nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2 – Penalty

Any or all employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the State shall not be subject to the Grievance Procedure established herein.

~~*Article 31 –2012 Legislative Impasse Resolution~~ ~~VACANT~~RETIREMENT

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 32
MANAGEMENT RIGHTS

The Association agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

Article 33
ENTIRE AGREEMENT

SECTION 1 – Agreement/Reopeners

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The State maintains the right to make changes to rules, policies or practices during the term of this Agreement unless such action will be in direct conflict with the terms and conditions of this Agreement.

Except as to the above subjects, the State and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 – Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

Article 34
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be

rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 35 DURATION

SECTION 1 – Term

This Agreement shall remain in full force and effect through the thirtieth day of June ~~2013~~2014. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

**APPENDIX A
SPECIAL AGENT UNIT DESCRIPTION
CBU CODE 10**

Class Code	Class Title
8580	Special Agent Trainee
8581	Special Agent



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 11, 2013

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Operations Subcommittee
Room 218 House Office Building
Tallahassee, Florida 32399

Re: **Collective Bargaining Proposals of PBA for
State Law Enforcement Officers Unit**

Dear Senator Hays and Representative Van Zant:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the State Law Enforcement Unit. These proposals are drafted in legislative style with new language underlined and language the PBA proposes to delete, struck-through.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a substantial number of articles. While the PBA believes it is fair to state that several of the articles will be resolved as negotiations progress, it is equally fair to state many will not be resolved and will require resolution by the Florida Legislature.

In order to assist you in resolving the impasse, the Florida PBA offers the following comments:

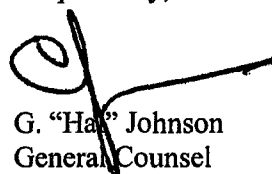
- (1) Information relating to the PBA proposals and the reasons for such proposals are available from two primary contact persons:
 - (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and
 - (b) PBA General Counsel, Hal Johnson, hal@flpba.org.
- (2) As always, a fair wage adjustment is the number one priority for the PBA and its membership. Its wage proposal has 2 important components: (a) a 6% competitive pay adjustment in the individual officer's base salary, which is a "catch-up" pay adjustment in the individual's base salary to recover from the lack of general wage adjustments over the past several years and the pension contribution effective in 2011; and (b) a compression adjustment of 3% in the base salary of individual law enforcement personnel with 7 or more years of service.

- (3) A second major priority of the PBA is to retain agency independence in resolving the special compensatory leave "liability" problem. The PBA has worked hard with several agencies including FDLE, FHP and FWC to develop programs that will, over a relatively short period of time, substantially reduce the amount of special compensatory time the law enforcement personnel have accumulated. The agencies appear pleased with the results of these programs as do the agencies' law enforcement personnel. The PBA and agencies would like the special compensatory leave reduction programs to continue through memorandum of understandings reached between PBA and the agencies.
- (4) The Governor and DMS have proposed a pilot program relating to disciplinary appeals. Currently, career service employees have two options. The PBA would like to see the two-option system continue unchanged rather than "test pilot" a single option disciplinary appeal process.

As previously stated, there remain many other articles at impasse in the proposed collective bargaining agreement which have not been fully discussed. The PBA will continue to work with the Governor and DMS to resolve them. In the event agreement on them cannot be reached, then it is the position of the PBA that the "status quo" (old language) be retained for these articles.

Thank you for your consideration of the Florida P.B.A. bargaining proposals. And, please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida.

Respectfully,



G. "Haw" Johnson
General Counsel

GHJ/dlt

Encl(s)

C: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
John Love, State Affairs Committee
Heather Williamson, State Affairs Committee
Scott Hoffman, State Law Enforcement Officers Chapter President



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

July 1, 2013 through June 30, 2016

LAW ENFORCEMENT BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. **[Changes to the current agreement are found at Articles 9, 14, 18, 22, 25, 27, 33 and 35.]**



***AGREEMENT**

THE STATE OF FLORIDA

and

**THE FLORIDA POLICE
BENEVOLENT ASSOCIATION**

Law Enforcement Bargaining Unit

December 27, 2010 through June 30, 2013

**Incorporates FY 2011 – 2012 approved reopener revisions
to Articles 3, 16, 18, 25 and 27**

and

**FY 2012-2013 reopener revisions
to Articles 5 and 25
pursuant to 2012 legislative impasse resolution**

***TO BE CHANGED ONCE AGREEMENT ON
DURATION AND OTHER ARTICLES IS
REACHED**

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2010 – 2013 State of Florida & PBA – Law Enforcement Unit Agreement
Incorporates 2011-2012 and 2012-2013 Reopener Revisions

AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, (hereinafter called the "PBA") representing the employees in the Law Enforcement Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 1
RECOGNITION**

(A) The State hereby recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Law Enforcement Bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1281 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

**Article 2
GENDER REFERENCE**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
VACANT**

Article 4
NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - State-Federal Law

(A) The State and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The PBA shall have the right to consult on issues of discrimination or sexual harassment with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of discrimination or sexual harassment by an employee against the State, its officials or representatives, except for grievances related to PBA membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination Policy - PBA Membership

Neither the State nor the PBA shall interfere with the right of law enforcement employees covered by this Agreement to become or refrain from becoming members of the PBA, and neither the State nor the PBA shall discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the first year of the initial collective bargaining agreement that the PBA may contact each law enforcement agency for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency's current affirmative action program and efforts to comply with the Americans with Disabilities Act.

Article 5 ~~2012 Legislative Impasse Resolution~~
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Definitions

(A) The term “employee”, as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Florida Police Benevolent Association, (PBA).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee’s representative.

SECTION 2 - Representation

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of employees authorized as Grievance Representatives. The State will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at meetings concerning the grievance.

SECTION 3 - Representative Access

The State agrees that recognized representatives of the PBA shall have access to the premises of the State which are available to the public. If an area of the State's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 - Documents

(A) The State shall provide the PBA with the following:

(1) When agencies send out information which affects an employee's terms and conditions of employment covered by this Agreement or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) Each agency shall furnish the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If an agency publishes and timely maintains on the agency's website the documents referenced in this Section for use by employees, the documents on the agency's website shall serve as the copies furnished to the PBA. This does not relieve the affected agency of the duty to notify the PBA as changes and updates occur.

(B) The State shall provide each employee with the following:

- (1) Access to a copy of the Rules of the State Personnel System; and
- (2) Access to a copy of department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

SECTION 5 - Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three (3) PBA representatives. Meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the Agency and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the Agency. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of an employee participant, the employee shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the State agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) Agencies shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 7 - Occupational Profiles and Rules Maintained

The State will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

SECTION 8 - Negotiations

(A) The PBA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the State and the PBA agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by the PBA at other levels of State government.

(B) The PBA may designate up to eight (8) employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiation sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at the meeting. Administrative leave for travel time to the preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for a day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per agency shall attend a single day session.

SECTION 9 – Changes To Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with an agency on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit, and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

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(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 10 – Academy Access

Where the agency operates its own Academy and conducts entry-level law enforcement training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level law enforcement class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement and to describe the organization and benefits. The presentation will not last longer than thirty (30) minutes, unless a longer period is agreed to by the PBA and the agency, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the academy, and the agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction.

**Article 6
GRIEVANCE PROCEDURE**

It is the policy of the State and the PBA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Employee" shall mean a law enforcement employee or a group of law enforcement employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Rules of the State Personnel System. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the PBA representative, and any decision mutually agreed to by the State and the PBA shall be binding on the employee.

(C) If the employee is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance.

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either the PBA or the State in other cases.

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(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

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Step 3.

(A) If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance 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. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The arbitrator shall be without power or authority to make any decisions that are:

(a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as

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such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

(6) The arbitrator's award may include back pay, to the Grievant(s); however, the following limitations shall apply to such monetary awards:

(a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the PBA will evenly split the arbitrator's fee and expenses.

(d) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a

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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 fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances are amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used in instances of mutual agreement.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) hours in duration, with each party limited to two (2) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall be no post-hearing briefs, although either party may submit written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

Article 7
INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty-eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of a law enforcement officer shall comply with the provisions of Florida Statutes, Section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned

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to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within forty-five (45) days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The State will make a good faith effort to train persons who investigate charges against law enforcement employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by occupational level within the Law Enforcement bargaining unit.

(3) An employee who does not have permanent status in the Career Service System may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in the affected broadband level shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

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(5) All employees who have permanent status in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

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(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points shall be used as prescribed in this section.

(B) If there is to be a layoff of employees the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

SECTION 2 - Recall

(A) For a period of six (6) calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the PBA of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class within the respective agency in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within fifty (50) miles of his current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one occupational level to a different position in the same occupational level with the

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same essential knowledge, skills and abilities, regardless of the location of the position.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

(F) "Promotion" shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

(G) "Demotion" shall mean the moving of an employee from a position in one occupational level to a different position in another class/occupational level having a lower maximum salary.

SECTION 2 – Reassignment, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in the Career Service System may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such Requests shall indicate the county(ies) and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. 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 vacancy is filled by demotion, ~~or where reassignment is not in the best interests of the agency,~~ the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) ~~Provided the reassignment is in the best interest of the agency, t~~The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. unless the employee has been formally disciplined, received a "below standards" performance evaluation or placed on performance improvement plan within the past calendar year. ~~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 occupational level will be placed in the vacant position.~~

(F) If the employee with the greatest length of service in the occupational level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (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 an agency, at its discretion, from affecting the involuntary reassignment, transfer or change in duty station of any 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, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any shift change or reassignment and thirty (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, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 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 such appointments.

(A) If an agency has established a promotional test, an employee who has attained permanent status in the Career Service System may apply to take a 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 occupational 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 (2) 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 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

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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 State agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the occupational 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 State agency within five (5) days after the date of the test.

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 occupational level. 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 his designee, one by mutual 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 clearly 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 2(D) above, it shall remain in force through June 30 of the calendar year.

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(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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, an agency shall have the discretion to fill a vacancy from only the highest five numerical scores of current agency or bargaining Unit employees contained on the agency's promotional list. Agencies shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending Request for Reassignment 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 vacancy 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

An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the employing agency or may, at the discretion of the agency in which the employee was previously employed when the employee successfully completed probation, be demoted to an available vacant position.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

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(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

Article 10
DISCIPLINARY ACTION

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause.

(B) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when dismissed.

(C) Each employee shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.

Article 11
CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's position description.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included within the broadband level to which the position is allocated, the employee may request that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee.

(D) The decision of the Secretary of the Department of Management Services or his designee as to the broadband level of the position shall be final and binding on all parties.

Article 12

PERSONNEL RECORDS

SECTION 1 - Personnel File

(A) There shall be only one official personnel file for each law enforcement employee, which file shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or his designee in accordance with applicable law. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

(B) If any derogatory material is placed in a law enforcement employee's official personnel file, a copy will be sent to the employee. The law enforcement employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) A law enforcement employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five (5) years after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 - Privacy

The State and its agencies recognize the fact that Law Enforcement bargaining Unit employees' home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of bargaining Unit members are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

Article 13
SAFETY

SECTION 1 - Vehicle and Vessel Safety

Vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 - Firearms Safety

In order to promote safety in the use of firearms by Law Enforcement Bargaining Unit employees, the State will guarantee that each bargaining Unit employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 - Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the State and/or appropriate agencies with regard to:

(A) That all vehicles shall incorporate standard "police packages", power windows, rear window defoggers, and heated rearview mirrors;

(B) That all 4X4 vehicles be equipped with roll bars;

(C) That all vehicles and vessels shall have a locking gun rack.

(D) Crash barriers for inspection booths;

(E) Use of radios by uniformed personnel not assigned marked vehicles; and

(F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety; training; and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14

PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

(A) Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Numerical arrest, citation or violation quotas will not be used ~~as the primary factor~~ in reviewing employees' performance.

(D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) The performance review of an employee shall not be subject to the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that each Agency's performance review system for bargaining Unit employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

Bargaining Unit employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their Law Enforcement Unit supervisor.

Article 15

SENIORITY

SECTION 1 - Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for needs of the agency, seniority, and bargaining Unit employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

- (A) "Hireback": Off duty police employment administered by the State.
- (B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of policy authority. Work of this type provides no real or potential law enforcement services, and vested policy powers are not a condition of employment.
- (C) "Off-Duty Police Employment": Secondary employment undertaken while in order than a duty status which entails actual or potential use of policy authority and requires police powers as a condition of employment.

SECTION 1 - Outside Employment - Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of State government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the employing agency's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event whenever the State determines that any outside employment conflicts

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with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that permission shall not be withheld as long as such outside employment does not conflict with the employee's State employment or with the employing agency's procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event a request can be denied or an approval can be revoked whenever the State determines that a conflict exists between the employee's state employment and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from his agency whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

- (1) Does not constitute a conflict of interest;
- (2) Does not interfere with the employee's primary duties as a State law enforcement officer; and
- (3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

SECTION 3- Reimbursement of Costs

Use of a State vessel or vehicle in off-duty police employment shall be paid for by the employee pursuant to the agency's current rate schedule or the agency's estimated cost of operating the vessel or vehicle, including all mileage on the vehicle at the mileage rate established in Section 112.061, Florida Statutes.

Article 17 GROOMING STANDARDS

SECTION 1 - Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 - Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 - Permitted Variations

Variations in the grooming standards described in this Article may be permitted by an agency when it deems that such variations are required by an employee's current work assignment.

Article 18
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all Bargaining Unit employees. The State shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday

(A) Agencies shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule the State has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

SECTION 2 – Non-Required Work Time

Law Enforcement Bargaining Unit employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or its agencies, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

(B) In the event of a declared emergency the notice requirement of this Section may be void.

(C) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established.

SECTION 4 – Overtime

(A) The normal workweek for each full-time employee shall be forty (40) hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds

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are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Chapter 60L-34, Florida Administrative Code that may be required in order for the State to be in compliance with the Fair Labor Standards Act as it is applied to public employees, which the State agrees to comply with.

SECTION 5 – FLSA Special Compensatory Leave

(A) If an agency has a plan approved in advance by the Department of Management Services, FLSA special compensatory leave credits shall be granted, administered and used as described below:

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special compensatory leave" credits which may be taken in any increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

(C) The parties agree that all law enforcement recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

- (1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave TO BE DISCUSSED

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Law Enforcement bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

Each agency shall set up and administer a sick leave pool and sick leave transfer plan for the Law Enforcement Bargaining Unit employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 9 – Chapter 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided,

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however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Department of Management Services shall be final and binding on all parties.

Article 19

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the Agency as being required by the employee to adequately perform the duties of his/her position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his or her watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) the Agency has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) the employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

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(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Agency head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - the Agency head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500.

Article 20
TRAINING AND EDUCATION

SECTION 1 - Law Enforcement Supervisors' Training

The State and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The State will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills and managerial techniques.

SECTION 2 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

Article 21
ACTING RANKS

SECTION 1 - Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher broadband level than the employee's permanent broadband level, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

Employees being paid at a higher rate while temporarily filling a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary employment in the higher broadband level is ended.

***Article 22** **VACANT RETIREMENT**

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 23 **EQUIPMENT**

SECTION 1 - NEW VEHICLES

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current State of Florida contract specifications for pursuit vehicles.

SECTION 2 - HIGH VISIBILITY LIGHTS

Each agency shall utilize high visibility lights as dictated by agency needs.

Article 24 **ON-CALL ASSIGNMENT - CALL-BACK - COURT APPEARANCE**

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter 60L-32, Florida Administrative Code, shall be submitted by the agency for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

A law enforcement employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 5 - Court Appearances

If a law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

Article 25 ~~2012 Legislative Impasse Resolution~~ WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2012-2013~~2013-2014 General Appropriations Act, and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

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(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2012-2013 General Appropriations Act.

SECTION 2 –Pay Provisions

Based on an agency's determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) When an agency grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If an agency determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

1. Outstanding Job Performance Rating- up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;
7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

An Agency may assign one of the following job duties to an employee. If an Agency grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;

4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If an Agency elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

SECTION 3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2012-2013 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

Permanent Career Service employees may be given the option of receiving up to twenty-four (24) hours of unused annual leave each December in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes.

SECTION 5 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

Article 26 UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All Law Enforcement Bargaining Unit employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The State shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

- (A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.
- (B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.
- (C) Spare ammunition, and an appropriate case.
- (D) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (E) Each agency that provides bullet proof vests to Law Enforcement bargaining Unit employees will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (F) Each agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 - Uniform and Clothing Maintenance Allowance

The State will provide Unit employees who are furnished and required by the State to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of ~~\$500.00~~ \$750.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27 INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation at no additional costs in co-payments or health insurance premiums to the employee.

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.

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(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.

Article 28
TRAVEL EXPENSES

SECTION 1 - Payment of Travel Vouchers

With the prior approval of the agency head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 - Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 - Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided in Section 112.061(7)(d)1., Florida Statutes.

Article 29
DRUG TESTING

(A) The State and the PBA agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act .

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the

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grievability of disciplinary actions in Article 10. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

Article 30
NO STRIKE

SECTION 1 - No Strike Agreement

Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2 - Penalty

Any or all employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the State shall not be subject to the Grievance Procedure established herein.

Article 31
STATE PERSONNEL SYSTEM RULES

All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

Article 32
MANAGEMENT RIGHTS

The PBA agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

Article 33
ENTIRE AGREEMENT

SECTION 1 - Agreement/Reopeners

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The State and the PBA agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations for Fiscal Year ~~2011-2012~~2014-2015.

The State and the PBA further agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations during the second year of this Agreement for Fiscal Year ~~2012-2013~~2015-2016.

Except as to the above subjects, the State and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

Article 34
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation

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which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 35
DURATION

SECTION 1 - Term

This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June ~~2013~~2016. Either party may reopen up to four (4) Articles per contract year. Either party may reopen these Articles by providing written notice within the thirty (30) days prior to September 1 of the contract year. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301 and if by the PBA shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, 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 or a State agency head 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

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Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Article 36
AWARDS

A. MEDAL OF VALOR

The State may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at Section 112.194 Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

B. RETIREMENT AWARDS

1. Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the badge worn by him or her, the employee's service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" shall be as provided in Section 112.193, Florida Statutes.

2. The State may grant awards, certificates and other recognition pursuant to Florida Statutes, Section 110.1245(3) to retiring employees whose service to the State has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

C. RECOGNITION AWARDS

The State may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the State in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

APPENDIX A
LAW ENFORCEMENT UNIT - CBU Code 06

Class Code	Class Title
5497	Youth Custody Officer
8515	Law Enforcement Officer
8517	Law Enforcement Corporal
8519	Law Enforcement Sergeant
8528	Law Enforcement Wildlife Inspector
8532	Law Enforcement Airplane Pilot I
8534	Law Enforcement Airplane Pilot II
8540	Law Enforcement Investigator I
8541	Law Enforcement Investigator II

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 11, 2013

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Operations Subcommittee
Room 218 House Office Building
Tallahassee, Florida 32399

**Re: Collective Bargaining Proposals of PBA for
Florida Highway Patrol Unit**

Dear Senator Hays and Representative Van Zant:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the Florida Highway Patrol Unit. These proposals are drafted in legislative style with new language underlined and language the PBA proposes to delete, struck-through.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a substantial number of articles. While the PBA believes it is fair to state that several of the articles will be resolved as negotiations progress, it is equally fair to state many will not be resolved and will require resolution by the Florida Legislature.

In order to assist you in resolving the impasse, the Florida PBA offers the following comments:

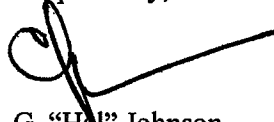
- (1) Information relating to the PBA proposals and the reasons for such proposals are available from two primary contact persons:
 - (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and
 - (b) PBA General Counsel, Hal Johnson, hal@flpba.org.
- (2) As always, a fair wage adjustment is the number one priority for the PBA and its membership. Its wage proposal has 2 important components: (a) a 6% competitive pay adjustment in the individual trooper's base salary, which is a "catch-up" pay adjustment in the individual's base salary to recover from the lack of general wage adjustments over the past several years and the pension contribution effective in 2011; and (b) a compression adjustment of 3% in the base salary of individual law enforcement personnel with 7 or more years of service.

- (3) A second major priority of the PBA is to retain agency independence in resolving the special compensatory leave "liability" problem. The PBA has worked hard with several agencies including FDLE, FHP and FWC to develop programs that will, over a relatively short period of time, substantially reduce the amount of special compensatory time the law enforcement personnel have accumulated. The agencies appear pleased with the results of these programs as do the agencies' law enforcement personnel. The PBA and agencies would like the special compensatory leave reduction programs to continue through memorandum of understandings reached between PBA and the agencies.
- (4) The Governor and DMS have proposed a pilot program relating to disciplinary appeals. Currently, career service employees have two options. The PBA would like to see the two-option system continue unchanged rather than "test pilot" a single option disciplinary appeal process.

As previously stated, there remain many other articles at impasse in the proposed collective bargaining agreement which have not been fully discussed. The PBA will continue to work with the Governor and DMS to resolve them. In the event agreement on them cannot be reached, then it is the position of the PBA that the "status quo" (old language) be retained for these articles.

Thank you for your consideration of the Florida P.B.A. bargaining proposals. And, please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/dlt

Encl(s)

C: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
John Love, State Affairs Committee
Heather Williamson, State Affairs Committee
William Smith, Florida Highway Patrol Chapter President



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

State of Florida and Florida P.B.A.

Proposal 1 – November 19, 2012

2013-2014 Negotiations

July 1, 2013 through June 30, 2016

FLORIDA HIGHWAY PATROL BARGAINING UNIT

The Florida P.B.A. proposes the articles contained in the FY 2012-2013 revised agreement remain unchanged unless specific modifications (attached) have been submitted.

All modifications are drawn to the FY 2012-2013 revised agreement. The modifications are prepared in legislative style.

The Florida P.B.A. proposed agreement is attached. **[Changes to the current agreement are found at Articles 10, 17, 18, 22, 25, 26, 27, 33 and 35.]**



***AGREEMENT**

THE STATE OF FLORIDA

and

**THE FLORIDA POLICE
BENEVOLENT ASSOCIATION**

Florida Highway Patrol Bargaining Unit

December 27, 2010 through June 30, 2013

**Incorporates FY 2011 – 2012 approved reopener revisions
to Articles 3, 16, 18, 25 and 27**

and

**FY 2012-2013 reopener revisions
to Articles 5 and 25
pursuant to 2012 legislative impasse resolution**

<p>*TO BE CHANGED ONCE AGREEMENT ON DURATION AND OTHER ARTICLES IS REACHED</p>

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, (hereinafter called the "PBA") representing the employees in the Florida Highway Patrol Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

(A) The State hereby recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida Highway Patrol Bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1634 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
VACANT**

**Article 4
NO DISCRIMINATION**

SECTION 1 - Non-Discrimination Policy - State-Federal Law

(A) The State and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The PBA shall have the right to consult on issues of discrimination or sexual harassment with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of discrimination or sexual harassment by an employee against the State, its officials or representatives, except for grievances related to PBA membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination Policy - PBA Membership

Neither the State nor the PBA shall interfere with the right of Florida Highway Patrol employees covered by this Agreement to become or refrain from becoming members of the PBA, and neither the State nor the PBA shall discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the first year of the initial collective bargaining agreement that the PBA may contact the DHSMV for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency's current affirmative action program and efforts to comply with the Americans with Disabilities Act.

**Article 5 ~~2012 Legislative Impasse Resolution~~
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

SECTION 1 – Definitions

(A) The term “employee”, as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Florida Police Benevolent Association, (PBA).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1

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meetings on grievances which have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee's representative.

SECTION 2 - Representation

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of all employees authorized as Grievance Representatives. The State will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA Association representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

SECTION 3 - Representative Access

The State agrees that recognized representatives of the PBA shall have access to the premises of the State which are available to the public. If an area of the State's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 - Documents

(A) The State shall provide the PBA with the following:

(1) When the DHSMV sends out information which affects an employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement and which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV's website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. This does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur.

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(B) The State shall provide each employee with the following:

- (1) Access to a copy of the applicable Rules of the State Personnel System; and
- (2) Access to a copy of department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

SECTION 5 - Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three (3) PBA representatives. Meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the DHSMV and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of an employee participant, the employee shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities which affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the State agrees to furnish at an academy in a DHSMV-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 7 - Occupational Profiles and Rules Maintained

The State will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

SECTION 8 - Negotiations

(A) The PBA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the State and the PBA agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by the PBA at other levels of State government.

(B) The PBA may designate up to four (4) employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per FHP region shall attend a single day session.

SECTION 9 –Changes To Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

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(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 10 – Academy Access

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than thirty (30) minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the academy, and the DHSMV agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues for deduction.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and the PBA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Employee" shall mean a Florida Highway Patrol employee or a group of Florida Highway Patrol employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Rules of the State Personnel System. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the PBA representative, and any decision mutually agreed to by the State and the PBA shall be binding on the employee.

(C) If the employee is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance.

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either the PBA or the State in other cases.

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(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

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Step 3.

(A) If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance 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. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The arbitrator shall be without power or authority to make any decisions that are:

(a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as

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such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

(6) The arbitrator's award may include back pay, to the Grievant(s); however, the following limitations shall apply to such monetary awards:

(a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the PBA will evenly split the arbitrator's fee and expenses.

(d) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the PBA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a

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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 fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances are amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used in instances of mutual agreement.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) hours in duration, with each party limited to two (2) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall be no post-hearing briefs, although either party may submit written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

Article 7
INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty-eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of a Florida Highway Patrol officer shall comply with the provisions of Florida Statutes, Section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned

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to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay.

(G) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within forty-five (45) days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The State will make a good faith effort to train persons who investigate charges against Florida Highway Patrol employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol bargaining unit.

(3) An employee who does not have permanent status in the Career Service System may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in the affected broadband level shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

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(5) All employees who have permanent status in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the DHSMV's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

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(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points shall be used as prescribed in this section.

(B) If there is to be a layoff of employees the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

SECTION 2 - Recall

(A) For a period of six (6) calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the PBA of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class within the DHSMV in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within fifty (50) miles of his current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one occupational level to a different position in the same occupational level with the same essential knowledge, skills and abilities, regardless of the location of the position.

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(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

(F) "Promotion" shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

(G) "Demotion" shall mean the moving of an employee from a position in one occupational level to a different position in another class/occupational level having a lower maximum salary.

SECTION 2 – Reassignment, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in the Career Service System may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such Requests shall indicate the county(ies) and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. 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 vacancy is filled by demotion, or where reassignment is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) Provided the reassignment is in the best interest of the agency, the hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the occupational level will be placed in the vacant position.

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(F) If the employee with the greatest length of service in the occupational level is not selected for the vacant 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (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, transfer or change in duty station of any 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, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any shift change or reassignment and thirty (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, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 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

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Article along with all provisions of the Rules of the State Personnel System will be followed when making such appointments.

(A) If the DHSMV has established a promotional test, an employee who has attained permanent status in the Career Service System may apply to take a the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate 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. 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 occupational 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 (2) 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 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, 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 occupational 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 (5) 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 relative merit and fitness for promotional vacancies in the occupational level. 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 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 his designee, one by mutual 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 clearly 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 2(D) 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 Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy 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 occupational level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, the DHSMV shall have the discretion to fill a vacancy from only the highest five numerical scores of DHSMV bargaining Unit employees contained on the agency's promotional list. The DHSMV shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request for Reassignment 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 vacancy 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

An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the DHSMV.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

Article 10 DISCIPLINARY ACTION

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause.

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(B) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when dismissed.

(C) Each employee shall be furnished a copy of all disciplinary actions, including administrative sanctions, placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions, including administrative sanctions such as loss of vehicle use, not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.

Article 11
CLASSIFICATION REVIEW

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's position description.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included within the broadband level to which the position is allocated, the employee may request that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee.

(D) The decision of the Secretary of the Department of Management Services or his designee as to the broadband level of the position shall be final and binding on all parties.

Article 12
PERSONNEL RECORDS

SECTION 1 - Personnel File

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(A) There shall be only one official personnel file for each law enforcement employee, which file shall be maintained in the central personnel office of the DHSMV unless a different location is approved by the Secretary of the Department of Management Services or his designee in accordance with applicable law. Duplicate personnel files may be established and maintained within the DHSMV. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

(B) If any derogatory material is placed in a law enforcement employee's official personnel file, a copy will be sent to the employee. The law enforcement employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) A law enforcement employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five (5) years after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Privacy

The State and its agencies recognize the fact that Florida Highway Patrol bargaining Unit employees' home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of bargaining Unit members are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

Article 13 SAFETY

SECTION 1 - Vehicle and Vessel Safety

Vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 - Firearms Safety

In order to promote safety in the use of firearms by Florida Highway Patrol Bargaining Unit employees, the State will guarantee that each bargaining Unit employee is allowed to fire his weapon in an approved Standards and Training

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Course at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 - Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the State and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard "police packages", power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack.
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety; training; and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14
PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

- (A) The performance of permanent status bargaining Unit employees shall be reviewed in accordance with Section 110.224, Florida Statutes.
- (B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.
- (C) Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.

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(D) The State will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) The performance review of an employee shall not be subject to the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that the DHSMV's performance review system for bargaining Unit employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by the agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 - Recruit Evaluation

Bargaining Unit employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their Florida Highway Patrol Unit supervisor.

Article 15 SENIORITY

SECTION 1 - Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for needs of the agency, seniority, and bargaining Unit employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in

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implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16
EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

- (A) "Hireback": Off duty police employment administered by the State.
- (B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.
- (C) "Off-Duty Police Employment" (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.
- (D) "ODPE Job": A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

SECTION 1 - Outside Employment - Non-Police Employment

- (A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.
- (B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of State government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the DHSMV's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event whenever the State determines that any outside employment conflicts with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

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(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that permission shall not be withheld as long as such outside employment does not conflict with the employee's State employment or with the DHSMV's procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event a request can be denied or an approval can be revoked whenever the State determines that a conflict exists between the employee's state employment and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

- (1) Does not constitute a conflict of interest;
- (2) Does not interfere with the employee's primary duties as a State law enforcement officer; and
- (3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including

workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

Article 17

GROOMING STANDARDS

SECTION 1 - Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 - Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 - Permitted Variations

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

SECTION 4 – Tattoos

Members employed prior to July 1, 2013 and having pre-existing tattoos are permitted to have tattoos provided they conform to the following guidelines:

Tattoos visible while the member is in uniform are restricted to the member's upper arms or forearms.

(1) Tattoos are not permitted in the elbow or wrist areas of the arms.

(2) Tattoos cannot contain offensive or vulgar material or any reference to Florida Highway Patrol.

Any member with non-conforming tattoos on their arms shall be required to wear a Class A uniform.

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all Bargaining Unit employees. The State shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

(A) The DHSMV shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule, the State has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

(C) The work period for Florida Highway Patrol Bargaining Unit employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the DHSMV- after the proposed change is bargained with the PBA.

SECTION 2 – Non-Required Work Time

Florida Highway Patrol Bargaining Unit employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

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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 – 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 Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Chapter 60L-34, Florida Administrative Code that may be required in order for the State to be in compliance with the Fair Labor Standards Act as it is applied to public employees, which the State agrees to comply with.

SECTION 5 – FLSA Special Compensatory Leave

(A) If the DHSMV has a plan approved in advance by the Department of Management Services, FLSA special compensatory leave credits shall be granted, administered and used as described below:

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special compensatory leave" credits which may be taken in any increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

(C) The parties agree that all Florida Highway Patrol recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

- (1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.
- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. 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 an Executive Order during emergency conditions.~~

(B) Use of Special Compensatory Leave:

1. When a member earns special compensatory leave credits, the member shall have 60 calendar days in which to use the earned Special Compensatory Leave time.

2. If the member fails to use the earned Special Compensatory Leave during the 60 day period, the supervisor shall schedule the member to use the leave.

3. A member who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the member's earned Special Compensatory Leave each calendar year or the amount necessary to bring the member's Special

Compensatory Leave balance to 240 hours, whichever is less, prior to using any annual leave credits, except if the failure to grant annual leave will result in its conversion to sick leave.

4. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.

5. A member 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. This provision shall not apply to credit earned due to closure of a facility under an Executive Order during emergency conditions.

6. Employees shall not be compelled to use accrued special compensatory leave to cover an absence(s) taken for the use of administrative leave, sick leave, or personal holiday.

~~(B) Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for the Florida Highway Patrol Bargaining Unit employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 9 – Chapter 60L-34, Florida Administrative Code- Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks. An employee shall not be

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required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Department of Management Services shall be final and binding on all parties.

Article 19

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the DHSMV as being required by the employee to adequately perform the duties of his/her position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his or her watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) the DHSMV has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) the employee shall not be reimbursed or have property repaired or replaced if the DHSMV determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

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(D) After meeting the conditions described above, the Agency head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - the Agency head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500.

Article 20
TRAINING AND EDUCATION

SECTION 1 – Law Enforcement Supervisors’ Training

The State and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The State will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills and managerial techniques.

SECTION 2 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

Article 21
ACTING RANKS

SECTION 1 - Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher broadband level than the employee's permanent broadband level, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

Employees being paid at a higher rate while temporarily filling a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary employment in the higher broadband level is ended.

***Article 22 ~~VACANT~~RETIREMENT**

*Hold open pending decision of the Florida Supreme Court in the case of Rick Scott, et al. v. George Williams, et al., Case No. SC12-520.

Article 23 EQUIPMENT

SECTION 1 - NEW VEHICLES

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current State of Florida contract specifications for pursuit vehicles.

SECTION 2 - HIGH VISIBILITY LIGHTS

Each agency shall utilize high visibility lights as dictated by agency needs.

Article 24 ON-CALL ASSIGNMENT - CALL-BACK - COURT APPEARANCE

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter 60L-32, Florida Administrative Code, shall be submitted by the DHSMV for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

A law enforcement employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 5 - Court Appearances

If a law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

Article 25 ~~2012 Legislative Impasse Resolution~~ WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2012-2013~~13-2014 General Appropriations Act: and as provided herein:

1. Effective July 1, 2013, all employees shall have their base rate of pay increased by six percent (6%).

2. Effective October 1, 2013, all employees with seven (7) continuous years of service as a law enforcement officer with the State and a "meets standards" performance evaluation shall receive a three percent (3%) an internal pay relationship adjustment in their base rate of pay. Should an employee reach the seven (7) years of service level subsequent to October 1, 2013, the employee shall receive the same internal pay relationship adjustment.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2012-2013 General Appropriations Act.

SECTION 2 – Other Pay Provisions

Based on the DHSMV's determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) When the DHSMV grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If the DHSMV determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

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1. Outstanding Job Performance Rating - up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;
7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

The DHSMV may assign one of the following job duties to an employee. If the DHSMV grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;
4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If the DHSMV elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

SECTION 3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2012-2013 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the DHSMV is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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Permanent Career Service employees may be given the option of receiving up to twenty-four (24) hours of unused annual leave each December in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes.

SECTION 5 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

Article 26
UNIFORMS AND ACCESSORIES

SECTION 1 - Uniform - Standard Issue

(A) All Florida Highway Patrol Bargaining Unit employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The State shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

- (A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.
- (B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.
- (C) Spare ammunition, and an appropriate case.
- (D) Where hand-held radios are provided, they will be suitable for law enforcement use.

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(E) The DHSMV, which provides bullet proof vests to Florida Highway Patrol bargaining Unit employees, will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(F) The DHSMV will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 - Uniform and Clothing Maintenance Allowance

The State will provide Unit employees who are furnished and required by the State to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of ~~\$500.00~~\$750.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27
INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation; at no additional costs in co-payments or health insurance premiums to the employee.

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.

Article 28
TRAVEL EXPENSES

SECTION 1 - Payment of Travel Vouchers

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With the prior approval of the agency head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 - Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the DHSMV to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 - Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided in Section 112.061(7)(d)1., Florida Statutes.

**Article 29
DRUG TESTING**

(A) The State and the PBA agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 10. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

**Article 30
NO STRIKE**

SECTION 1 - No Strike Agreement

Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate,

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promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2 - Penalty

Any or all employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the State shall not be subject to the Grievance Procedure established herein.

Article 31
STATE PERSONNEL SYSTEM RULES

All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

Article 32
MANAGEMENT RIGHTS

The PBA agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

Article 33
ENTIRE AGREEMENT

SECTION 1 - Agreement/Reopeners

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the

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parties after the exercise of that right and opportunity are set forth in this Agreement.

The State and the PBA agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations for Fiscal Year ~~2011-2012~~ 2014-2015.

The State and the PBA further agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations during the second year of this Agreement for Fiscal Year ~~2012-2013~~ 2015-2016.

Except as to the above subjects, the State and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

Article 34 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 35 DURATION

SECTION 1 - Term

This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June ~~2013~~ 2016. Either party may reopen up to four (4) Articles per contract year. Either party may reopen these Articles by

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providing written notice within the thirty (30) days prior to September 1 of the contract year. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the PBA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301 and if by the PBA shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, 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 or a State agency head during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Article 36 AWARDS

A. MEDAL OF VALOR

The State may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at Section 112.194 Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

B. RETIREMENT AWARDS

1. Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the

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badge worn by him or her, the employee's service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" shall be as provided in Section 112.193, Florida Statutes.

2. The State may grant awards, certificates and other recognition pursuant to Florida Statutes, Section 110.1245(3) to retiring employees whose service to the State has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

C. RECOGNITION AWARDS

The State may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the State in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

APPENDIX A

FLORIDA HIGHWAY PATROL UNIT - CBU Code 12

Class Code	Class Title	Working Title
8515	Law Enforcement Officer	Florida Highway Patrol Trooper
8519	Law Enforcement Sergeant	Florida Highway Patrol Sergeant
8532	Law Enforcement Airplane Pilot I	Florida Highway Patrol Pilot I
8534	Law Enforcement Airplane Pilot II	Florida Highway Patrol Pilot II
8540	Law Enforcement Investigator I	Florida Highway Patrol Trooper II
8541	Law Enforcement Investigator II	Florida Highway Patrol Investigator II

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

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PATRICIA IRELAND

February 13, 2013

VIA EMAIL AND U.S. MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
402 S. Monroe St.
Tallahassee, FL 32399

Re: Articles at Impasse

Dear Senator Hays and Representative Van Zant:

This firm represents the Teamsters Local 2011 for the purpose of negotiating a successor collective bargaining agreement with the State of Florida ("State"). This letter is submitted in response to your letter of February 7, 2013, requesting certain documentation.

Accordingly, please see the enclosed documents, which include copies of the most recent proposals on articles at impasse, a summary overview of the proposals, and a summary overview of the rationale behind the proposals.

The date at which the parties are declared to be at "impasse" is driven by statute, as opposed to natural termination of the parties' negotiations. Accordingly, the Teamsters Local 2011 continues to discuss proposals on the remaining articles with the State in an attempt to resolve all outstanding issues. The Teamsters Local 2011 has reserved the right to amend any existing proposal enclosed herewith, and remains hopeful that additional articles will be removed from the legislature's consideration prior to the final resolution of impasse.

Sincerely,



Holly E. Van Horsten, Esq.

Enclosures

Article	Summary of Most Recent Union Proposal	Rationale
Article 3 – Vacant (Dues Deduction)	Returning the language of the Dues Deduction Article that was previously stripped from the contract.	Having the language in the contract provides that employees will be able to have membership dues, which they have voluntarily elected to pay, deducted from their paychecks for the duration of the contract.
Article 4 – No Discrimination	The Union proposes a Section entitled “workplace behavior,” indicating that that all employees should work in an environment that fosters mutual respect and professionalism. If an employee believes he has been subject to inappropriate behavior, he is encouraged to report the behavior to the Human Resources Office on a form that already exists for that purpose. The Section is not subject to the grievance and arbitration procedure.	The Teamsters have now completed over one full year as the collective bargaining representative of this unit. During that year, the Teamsters received many complaints from officers about unprofessional behavior in the workplace. Thus, it is important to include language that calls for mutual respect and professionalism. Inappropriate behavior in the workplace does not further an agency’s business needs, employee well-being or productivity, and encouraging the use of the complaint form will enhance the agency’s ability to address problematic situations in a timely and consistent manner.
Article 6 – Grievance Procedure	<p>Note: the State proposes a non-traditional restriction on arbitration in page 6 of 8 of its proposal. The State not only proposes that issues of arbitrability be addressed first, but also proposes that the “looser pays” the fees and expenses of this expedited arbitration hearing. The Public Employees Relations Commission (PERC) has held that such a restriction, without mutual agreement, violates Florida Statute Section 447.401.</p> <p>The Union’s proposal is status quo besides accepting a few of the changes proposed by the State.</p>	The Union and the State have agreed to clarify the “Oral Step” of the grievance process, and that DMS is permitted to do the arbitration scheduling. However, the remainder of the State’s proposal diminishes the effectiveness of the grievance and arbitration procedure.
Article 7 – Discipline and Discharge	Note: the State has proposed <u>illegal</u> language in its Article 7 proposal. This illegal language eliminates the ability for an employee to go through the grievance and arbitration process when suspended or terminated, among other disciplinary actions. The	1. The use of “cumulative” discipline severely undermines the fairness and effectiveness of the disciplinary process. Each and every time an employee engages in <u>any</u> perceived questionable conduct, he/she is charged with “conduct unbecoming” and “failure to follow a written

	<p>language violates Florida Statute Section 447.401.</p> <p>The Union has proposed:</p> <ol style="list-style-type: none"> 1. Eliminating “cumulative” discipline, which frequently results in unfair, unwarranted and excessive discipline 2. Both the State and the Union agree on the language in regard to counseling notices and memorandum, but the Union proposes a time limit on using such counseling in administrative discipline proceedings because a counseling is not considered discipline and is not subject to grievance and arbitration 3. The Union proposes that written reprimands be subject to arbitration, as a written reprimand is a form of discipline (and a disqualifier for a pay bonus as proposed in the Governor’s budget). In return, the State has proposed only grieving the reprimand up to the 2nd step (out of 4 steps) – including those reprimands based on criminal charges and using written reprimands in determining progressive discipline without any restrictions 	<p>or oral instruction.” The employee is then automatically subject to a higher level of discipline for his/her next offense, even if the underlying conduct is completely unrelated to the first offense.</p> <ol style="list-style-type: none"> 2. It is not fair and just to use counseling, which does not count as discipline, against an officer after a reasonable period of time has passed. 3. If an employee receives discipline, which is to count against him/her in the future under the theory of progressive discipline, he/she should have the right to be able to contest this discipline before an unbiased third-party. The State’s proposal calls for the agency initiating the discipline to be the final decision maker, thereby serving as prosecutor, judge, and jury.
Article 9 – Reassignment, Transfer, Change in Duty Station	<ol style="list-style-type: none"> 1. Removing restriction in requesting a reassignment, transfer or change in duty station. 2. Employees in the Department of Children and Families (“DCF”) (who, by PERC determination, are part of the same bargaining unit as employees in DOC) shall have the same access to vacant positions as employees in the DOC. 3. Agency can involuntarily reassign, transfer or change an employee’s duty station according to the needs of the Agency. The Union seeks to add a “good faith” requirement to take such action only when dictated by the needs of the agency and that the Agency will consider the needs and circumstances 	<ol style="list-style-type: none"> 1. Employees should be able to request a change within a Major Institution. For example, if an officer wants to go from the work camp to the annex, he/she should be able to request this change. 2. Many DCF employees have the very same certification as correction officers, and would be an asset to the DOC. Thus, qualified DCF employees should have the same access as DOC employees to open positions in the DOC. 3. When involuntarily reassigning an employee, the agency should, at the very least, consider the needs and circumstances of the employee. 4. Allowing for probation officers to volunteer for a reassignment is a fair and equitable way to effect the reassignment.

	<p>of the employee before taking such action.</p> <p>4. When the DOC needs to reassign a probation officer to another office because the case load at that other office requires another officer, the DOC shall first seek volunteers and if there are no volunteers, the reassignment will be on the basis of seniority.</p>	
Article 10 - Promotions	<p>Status quo, including the incorporation of the now-existing FDOC procedure on promotions, with the exception of permitting promoted employees to retain permanent status in the career service system.</p>	<p>Of the many changes that the State seeks in the promotions process, one change stands out as particularly problematic. Presently, during the oral interview, the person interviewed is asked a series of objective, job-related questions, to ascertain his/her knowledge of the FDOC and its operations. The State seeks to change the process from objective questions, to amorphous “scenario based” questions which are scored based on the interviewer’s subjective impressions of the answers. The State’s proposal diminishes the effectiveness of the interview process by injecting subjectivity into a part of the interview which should be based on objectively measuring an individual’s knowledge.</p>
Article 13 - Safety	<p>1. All safety equipment (i.e. bulletproof vests) shall comply with manufacturer standards.</p> <p>2. Probation officers shall have a sufficient number of radios available for officers to use when performing field work (i.e. visiting offenders in their homes).</p> <p>3. Probation officers who are certified to carry a firearm shall be permitted to carry the firearm in the office (since offenders are required to report to the officers at an assigned office).</p>	<p>1. The officers put their lives at risk for the safety of the community. Thus, they should be provided with safety equipment that meets manufacturer standards.</p> <p>2. Radios are a lifeline for officers out in the field. Some officers are required to work in areas with little to no cellphone reception, and a radio is the only way to call for help in a deadly situation. Radios also allow dispatch to monitor the situation when an officer “checks in” via radio, and if an officer fails to respond to dispatch because he/she is in a life-threatening situation, dispatch can send critically necessary back-up.</p> <p>3. Although prohibited from doing so, probationers and parolees carry firearms into probation offices. Officers who are trained in firearms should be permitted to carry their weapon in the event the situation with an offender turns deadly.</p>

Article 18 – Leaves of Absence	<p>1. Officer shall not be required to use special compensatory leave before annual leave or regular compensatory leave.</p> <p>2. Leave provided to employees to attend collective bargaining negotiations shall be called Negotiation Committee Time (“NCT”) and an employee shall not be required to work additional hours during the work period to offset NCT.</p>	<p>1. Many of the officers in the bargaining unit were permitted to accrue a number of special compensatory leave hours over the years due to staffing shortages; however, the DOC requires the use of “special comp” before annual leave. As a result, officers are not able – at any point of time during the year – to use annual leave, which means that they automatically lose the value of the annual leave at the end of the year.</p>
Article 23 – Hours of Work / Overtime ¹	<p>1. If an employee has a special compensatory leave balance of at least 540 hours, an employee can request a one-time payout of up to 300 hours payable at a discounted rate of 75% of the employee’s current rate of pay.</p> <p>2. For special compensatory leave earned on or after July 1, 2013, if the agency is unable to schedule the leave (due to minimum staffing requirements) during the relevant time period or thereafter, during the 180 day extension, the agency will compensate the employee for the leave at the employee current rate of pay.</p>	<p>1. This proposal provides the State with an opportunity to lessen its overall special compensatory leave liability and provides the officers with an opportunity to access the compensation they have received for working on a holiday.</p> <p>2. Special compensatory leave is the compensation that officers receive for working on a holiday pursuant to Florida Statute Section 110.117. It is against the paid holiday statute to require employees to forfeit this holiday compensation.</p>
Article 25 - Wages	A fair and equitable wage increase	The corrections officers have not received a raise for the last six (6) years. The cost of living has increased since that time, and many officers are struggling to support their families.
Article 26 – Uniform and Insignia	Balanced approach on when officers must wear “Class A” uniforms	“Class A” uniforms are the most formal uniforms an officer can wear. The “Class A” is an additional cost beyond the employee’s normal uniform, and more frequent use necessitates replacement at a cost to the State. The “Class A” uniforms are incredibly hot to wear in the summer months. Thus, the Union has proposed that the “Class A” be worn only on certain formal occasions: executions, funerals, and court appearances.
Article 27 –	Maintain the current level of health	The officers have not received a raise in the

¹ This Article, in particular, continues to be a subject of negotiation between the Teamsters Local 2011 and the State, and the Union’s proposal at this time may not be its final proposal.

Insurance Benefits	benefits at no additional cost to the employee.	last six (6) years and are now required by law to contribute 3% of their income to retirement (effectively decreasing their paychecks by 3%). Thus, the officers cannot afford to make any additional payments towards their health insurance.
Article 28 – Travel Expenses	Reimbursement at federal mileage rates for officers who use their own vehicles	The federal mileage rate more accurately reflects the cost of “wear and tear” associated with an employee using his/her vehicle for work purposes.
Article 30 – Vacant (Mandatory Meetings)	Management will make a good faith effort to schedule all mandatory meetings during an employee’s scheduled workday and/or abutting an employee’s scheduled workday. If an employee is required to attend a meeting that does not occur 1) immediately before or after his scheduled workday; or 2) during his scheduled workday, the employee will be paid a minimum of 2 hours time.	Presently, management has the authority to schedule a mandatory meeting on an employee’s scheduled day off or during the morning 12-hour shift, when the employee works the evening 12-hour shift. Requiring an employee to drive to work for a 15-minute meeting substantially disrupts 1) his day off, or 2) his sleep (if the meeting is during the morning 12-hour shift and he works the evening 12-hour shift). Thus, if an employee is required to come into work under such conditions, he/she should be paid a minimum of 2 hours.

Article 3

DUES DEDUCTION

(A) During the term of this Agreement, the state, by and through its respective agencies, agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the President of the Union, or his designee to the state, from the pay of those employees in the bargaining units who individually make such request on a written check-off authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the state of any uniform assessment of increase in dues in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments

(D) Employee organization dues deduction will be provided for the certified bargaining agent only

SECTION 2 – Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of the Teamsters Local 2011 or his designee, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency division, district, institution, and amount deducted, of the employees for whom the remittance is made

SECTION 3 – Insufficient Pay for Deduction

In the event an employee's salary is earnings within any pay period, after deductions for withholding social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 – Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either : (1) revoked by the employee providing the state and the Union with thirty (30) days written notice that he is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the Association shall, upon notice of the error, reimburse the employee for the deduction that were improperly withheld.

SECTION 5 – Identification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents, and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents and employees in complying with this Article. The Union shall promptly refund to the state any funds received in accordance with this Article, which are in excess of the amount of dues and/or uniform assessments, which the state or its agencies have agreed to deduct.

SECTION 6 – Processing the Dues Check-off Authorization Form

(A) The Dues Check-off Authorization Form (Appendix B) supplied by the Association shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining unit employees who wish to initiate dues deduction; (3) contain all the information required for processing prior to submission to the state.

(B) Changes in the Dues Check-off Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the state more than sixty (60) days following the date of the employee's signature will be returned to the Union.

Article 4
WORKPLACE BEHAVIOR/NO DISCRIMINATION

SECTION 1-Non-Discrimination Policy -State-Federal Law

(A) The state and the Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

(B) The Union shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Department of Management Services.

(C) Any claim of unlawful discrimination by an employee against the state, its officials or representatives, except for grievances related to Union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

(D) The Union agrees to support the state's current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 -Non-Discrimination Policy -Union Membership

Neither the state nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the state nor the Union shall discriminate against an employee because of membership or non-membership in any employee organization.

SECTION 3 - Workplace Behavior

(A) The state and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with dignity and respect.

(B) Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. This Section is not subject to the grievance procedure in Article 6; however, if an employee believes he or she has been subjected to inappropriate behavior, the employee is encouraged to report this behavior to the Human Resources Office in writing, on the designated form.

Article 6

GRIEVANCE PROCEDURE

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of this Agreement.

(B) "Employee" shall mean an employee or a group of employees having the same grievance. In the case of a group of employees one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Section 110.117, Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement.

SECTION 2 – Election of Remedy and Representation

(A) If an employee 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 employee 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 employee or the Union. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this 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 employee is represented by the Union, any decision agreed to by the state and Union shall be binding on the employee.

(C) Where Union representation is requested by an employee, the employee's representative shall be selected from the list of Union Grievance Representatives or Union Staff Representatives 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 an employee selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance at the Oral Step and to represent the grievant at Oral Step and Step 1

meetings held during regular work hours. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

(b) Investigations will be conducted in a way that does not interfere with 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 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 an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(D) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing, with a copy sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this 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 employee chose not to be represented by the Union.

(F) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the state or the 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 is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

(E) Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.

(1) Oral Discussion

(a) An employee having a grievance may, within 14 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting the grievance 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 employee or the employee's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

~~(b) — If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 14 days following the occurrence of the event giving rise to the grievance.~~

(e b) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d 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.

(e 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 employee elects to utilize the oral discussion step and the grievance is not resolved, the employee or the designated employee representative may submit it in writing to the Step 1 management representative within 14 days following the receipt of the oral step decision. If the employee 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 14 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, 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 employee and the employee's representative, if any, within 14 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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 employee or the employee's representative may submit it in writing to the Agency Head or designated representative within 14 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or designated representative may meet with the employee and/or the designated Union Staff Representative to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

(a) If a grievance is not resolved at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Department of Management Services within 14 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services may meet with the Union President or designated Union representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee and the Union President or designated Union representative within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the 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

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(6) Arbitration

(a) If a grievance 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 within 14 days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying member of the Union, the employee 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 (5) arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(d) Arbitration hearings shall be held 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) 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 considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, 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.

6. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards.

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages.

(f) 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.

(g) 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.

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 14 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 shall list the employees

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 14 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

Article 7 DISCIPLINE AND DISCHARGE

SECTION 1 - Disciplinary Action

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Such actions against employees with permanent status in their current position for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I. The Department of Corrections and the Department of Children and Families will not utilize cumulative discipline. Disciplinary actions shall be subject to the grievance procedure as follows:

~~(1) Oral reprimands shall not be grievable under the provisions of this Agreement.~~

~~The Department of Corrections will not issue Oral Reprimands.~~

~~(2) An oral reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 12 months, and in such cases the employee may request that an existing Oral Reprimand contained in his official personnel file be marked "expired."~~

(1) The state may issue Counseling Notices or Supervisory Counseling Memoranda, which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, and are not grievable, and shall not become part of the employee's official personnel file. However, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate that the employee was on notice of the performance deficiencies or conduct concerns, so long as the performance deficiencies or conduct concerns indicated in documentation occurred within the six months immediately prior to the administrative hearing.

(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; the decision at that level shall be final and binding through the arbitration step of the grievance procedure.

(4) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

~~(B) A complaint by an employee with permanent status in his current position concerning any written reprimand which contains criminal allegations or criminal charges may be grieved through the arbitration step of the grievance procedure.~~

(C B) If filed within 14 calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in his current position concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal may be grieved at Step

1 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.

(DC) Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

(ED) For employees in the Department of Corrections, the following shall apply:

(1) If the Department of Corrections ~~an agency~~ issues a disciplinary suspension to an employee and the employee files an appeal to the Public Employees Relations Commission (PERC) in the required 21 days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the Department of Corrections ~~suspension shall be have the option to stayed~~ the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. ~~If at the end of the 90 calendar day period the Department of Corrections stays the suspension, and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the Department of Corrections agency may proceed with the disciplinary suspension.~~

(2) The ~~employee~~ Department may voluntarily elect to have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. ~~In making such determination, the Department 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, he may elect to use 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 who elect to have their from whom leave is deducted will continue to report for duty during the period of time in which their leave is deducted. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.~~

(3) ~~The Department of Corrections may use Records of Counseling or other documentation to describe the employee's work behavior in litigation involving employee discipline.~~

SECTION 2 - Interrogation during Internal Investigations

In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532 and Section 112.533, Florida Statutes.

(A) Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being

advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) Procedures

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counselor any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 3 - Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

SECTION 4 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), Florida Statutes.

SECTION 5 – Representation

Where union representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, a union steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a Union Representative in a predetermination conference, the Union Representative shall be notified of the disposition of the predetermination conference.

Article 9

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 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) "Reassignment" shall mean moving an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean 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.

(F) "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.

(G) "Major institution" shall mean ~~in the Department of Corrections~~, 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 warden or administrator.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in his current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment Transfer, or Change in Duty Station Form (hereinafter "Request Form") (supplied by the agency, and attached as "Appendix C"). Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be reassigned. ~~In the Department of Corrections, an employee in the correctional officer class series may only request reassignment, transfer, or change in duty station from one major institution to another major institution.~~ A State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form, except when the request is for a change in duty station within a major institution.

(B) An employee may submit a Request for Reassignment Form at any time; however, all

such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment.

(D) Except where a vacancy is filled by demotion, the manager or supervisor having hiring authority for that vacancy shall give first consideration to employees who have submitted a Request for Reassignment Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a vacancy with the employee who has the greatest length of service in the broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the vacant position.

(F) Employees in the Department of Children and Families shall have the same access to apply for vacant positions in the Department of Corrections as the employees in the Department of Corrections.

(G) ~~In the Department of Children and Families, 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.~~

(H) When an employee has been reassigned pursuant to a request filed under this Article, all other pending requests for reassignment from that employee shall be canceled. No other request for reassignment may be filed by the employee under this Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a request filed under this Article, the employee's request shall be canceled and the employee is not eligible to resubmit that request for a period of 12 months from the date the employee declined the offer of reassignment.

SECTION 3 - Involuntary Reassignment, Transfer, or Change in Duty Station

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station of an employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency, and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action. For the Department of Corrections Article 23, Section 2(B)(2)a of this Agreement applies.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment. such reassignment shall first be made on a volunteer basis, and next, on the basis of seniority with the least senior officer subject to reassignment.

SECTION 4 - Notice

An employee shall be given a minimum of 14 calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 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 and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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 Fiscal Year 2012-13 Teamsters – Security Services Unit Successor Agreement provisions of Section 2(E), Section 3, and Section 4 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.~~

Article 10

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) 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.

(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, or by 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 – Probationary Status on Promotion

(A) An employee who has been appointed to a position must successfully complete at least a one-year probationary period, and shall attain permanent status in that position upon successful completion of the designated probationary period. Such employee shall not lose permanent status in such position or broadband level with the same agency and within the career service system.

~~(B) An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position. An employee who has obtained permanent status in a position or broadband level who fails, due to performance, to satisfactorily complete the probation in the promotional position or broadband level shall be demoted to the former position or broadband level previously held by the in an available vacant position.~~

(1) If the employee is demoted into their former position or a comparable position, such demotion shall be with permanent status, provided the employee previously attained permanent status in the agency in the lower position.

(2) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(3) Such demotion shall not be grievable under the contractual grievance procedure.

(4) Such demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.

SECTION 5 - Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one (1) 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.

Article 13 SAFETY

SECTION 1- Safety Committee

(A) It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment.

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee both the state and 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.

(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

(A) Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. There shall be a sufficient number of radios in each probation and parole office such that each officer has access to a radio when conducting field work. ~~An officer may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter 33-302.1-04, Florida Administrative Code, as amended February 13, 2012.~~

(B) If a correctional probation officer is certified to carry a firearm, the employee is authorized to carry his weapon and 2 additional ammunition magazines at all times while on duty, including coming to and from work.

SECTION 6 - Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(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.

SECTION 7 – Personal Safety Equipment and Vehicles

(A) Any and all safety equipment issued by the Department of Corrections and used by Employees shall comply with manufacture safety standards for:

(1) Bullet-Proof Vests;

(2) Radios, which must also be compatible with local law enforcement frequencies for correctional probation officers working in the field; and

(3) Personal Protection Equipment.

(B) Any and all State-owned vehicles used by Employees must comply with state and federal DOT standards for commercial vehicles and be in sound working order. Under no circumstances shall an Employee be held financially responsible for towing and/or repair costs if a State-owned vehicle breaks down while being used by an Employee.

Article 18
LEAVES OF ABSENCE

SECTION 1-Leaves

(A) 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.

(B) Employees shall not be required to use special compensatory leave prior to the use of annual leave and regular compensatory leave. Employees shall not be required to use special compensatory leave for activities conducted pursuant to Section 2 below.

SECTION 2 -Negotiation Committee

(A) The term "Negotiation Committee Time," as used in this Agreement, shall mean time granted to an employee serving on the Negotiation Committee to attend negotiation preparatory meetings and negotiation sessions, and shall count as time worked.

(B) The Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted ~~administrative leave~~ Negotiation Committee Time ("NCT") to attend negotiating sessions with the state. ~~An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave and 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~~ An 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 and negotiation preparatory meetings. 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 one thousand (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; however, an employee shall not be required to work additional hours during the work period to offset NCT. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(B) No more than two (2) employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 3 -Union Activities

Employees shall have the right to request leave without pay, annual, or compensatory leave for the purpose of attending Union conventions, conferences, and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

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 for the Department of Corrections is eight (8) hours, ten (10) hours for its employees assigned to public or Department of Transportation work squads, or twelve (12) hours. The parties agree that the issue of the hours in a normal work day for Department of Corrections' employees may be a subject of negotiation at any time during the term of this agreement.

(B) Management retains the right to schedule its employees; however, the state will make a good faith effort, whenever practical, to provide 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 allow employees to use compensatory leave credits as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) The Union 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.

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 (2) workweek schedule; however, the state will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may 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 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 (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

SECTION 4 - Court Appearances

If a correctional officer Or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of 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) 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) Employees with a special compensatory leave balance in excess of 240 hours as of June 30, 2012 will be allowed to use hours above 240 (the "Excess Hours") for a period of 10 years ("Phase-Out Period"). The 10 year period will begin on July 1, 2013 and will end on June 30, 2023. Excess hours not used by June 30, 2023 will be eliminated from the employee's leave balance and will have no value thereafter. 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) During the term of this Agreement, if an employee has a special compensatory leave balance of at least 540 hours, an employee may request, and receive, a one-time payout of up to 300 hours payable at a discounted rate of 75% of the employee's current rate of pay.

(3) If a Bargaining Unit employee separates from his employing agency during the Phase-Out period, the employee will receive compensation for all special compensatory leave earned before June 30, 2012 at his current rate of pay.

(4) An employee may be required to reduce special compensatory leave credit

balances above 240 hours. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days notice of such leave. Such required leave shall be scheduled in increments of time equal to the employee's normal hours of work. at a minimum of eight (8) hour increments if such hours are available.

(C) Special Compensatory Leave Earned On or After July 1, 2013:

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, must be ~~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, must be ~~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) If scheduling such leave within the 180 calendar day extension would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency must compensate the employee for the leave, at the expiration of the 180 days, at the employee's current rate of pay.

~~(4) No agency may make a payout of unused special compensatory leave 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.~~

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.

Article 25

WAGES

SECTION 1 - Pay Provisions -General

~~(A) Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.~~
~~(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2012-13 General Appropriations Act.~~

Officers who have been employed in a position within their respective agency (i.e. DOC, DCF) for the duration indicated below shall receive the following wage increase to their base rate of pay effective July 1, 2013:

0-3 years – 3% increase
4-6 years – 5% increase
7+ years – 7% increase

SECTION 2 -Other Pay Provisions

The following provisions shall apply to all appointments of 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. An exception to this provision shall be 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, in which case the employee shall receive the same amount upon increase as was received when demoted. 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.

SECTION 3 - Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2012-13 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 - Cash Payout of Annual Leave

Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.

SECTION 5 - Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary

performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 6 - Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 7 – Wage Increase “Me Too” Clause

The members of the bargaining unit shall receive all cost of living adjustments (COLA) and, or any other uniformly applied wage increases (i.e. “across the board raises”) at the same percentage level of those offered to other bargaining units of state employees.

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 8 standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate Sizes, designed and cut for females.

SECTION 2 - Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 - Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(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

Teamsters Local 2011 Proposal
12.04.12

Employees shall be required to wear Class "A" uniforms for the following occasions only: executions, funerals, and court appearances.

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.~~ The current General Appropriations Act and, if provided, the Summary Statement of Intent.

Article 28

TRAVEL EXPENSES

SECTION 1 – Travel Expenses – Institutions - General

With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with section 112.061, Florida Statutes, with the exception of Section 2 below. The state will ~~make a good faith effort to pay~~ travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 – Travel Expenses – Institutions - “Hospital Duty”

All officers required to use their own vehicles for hospital duty, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.

SECTION 3 – Travel Expenses – Community Corrections

All officers who use their own vehicles to conduct field work and/or to attend court proceedings and/or training, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.

Article 30
MANDATORY MEETINGS

Management will make a good faith effort to schedule all mandatory meetings during an employee's scheduled workday and/or abutting an employee's scheduled workday. If an employee is required to attend a meeting that does not occur 1) immediately before or after his scheduled workday; or 2) during his scheduled workday, the employee will be paid a minimum of 2 hours time.

Article 32

ENTIRE AGREEMENT

SECTION 1—Agreement

———(A)——— This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

———(B)——— The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from that area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

———(C)——— Except as to the above subjects, the state and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understandings Settlements

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement without having to be ratified by employees.