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# **Joint Select Committee on Collective Bargaining**

**Representative McClain, Alternating Chair  
Senator Hooper, Alternating Chair**

**Meeting Packet  
Materials submitted by:  
Bargaining Units**

**Monday, March 11, 2019  
11:00 AM  
Morris Hall (17 HOB)**





### **Union's Impasse Position**

The Union and the State are at Impasse on four items: Article 6 – Grievance Procedure; Article 11 – Classification Review; Article 18 – Leaves of Absence, Hours, Disability Leave; and Article 25 – Wages.

#### **Article 6 – Grievance Procedure**

The Union has undertaken a serious review at Management's proposed changes to the Grievance Procedure with the mind set as to what can the Union live with in their changes. Their changes center on three items:

1. Time Limits
2. Meetings after Grievances are filed
3. Union's responsibilities to employees when a grievance is found not have merit.

**Time Limits:** Current Contract language establishes the goal of reaching Arbitration within 5 months of filing for arbitration, a goal strongly supported by the Union. The State mentions the reason is the financial exposure to the State should an arbitrator rule that back-pay is merited if an employee is reinstated. Though no AFSCME represented employee has been cited as an example, the circumstances that delay arbitrations more than 5 months are usually out of the control of the Department of Management Services (DMS) or the Union. The Union reviews each case before it proceeds to Arbitration. This Arbitration review can take up to 2 months, which by the way is the time period committed by the Union to DMS to complete such a review, since it is necessary before we inform a grievant that his/her case has merit or no merit. To conduct such a review files, witness statements, Agency policies, data collected by the Agency, and any other pertinent information used to discipline an employee must be obtained and herein lies the biggest delay, obtaining needed information from the State Agencies. Thus, the Union has determined that the further restrictions in time DMS has proposed will curtail the due process every State employee deserves when they are disciplined and proposes to maintain the language as is.

**Meetings after Grievances are filed:** Currently when an employee files a grievance at any of the Steps, a meeting is mandated for the employee and Union representative to explain the reason why the grievance was filed and present substantiation for the employee's position.

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DMS has proposed language that allows this meeting to be optional. The Union finds these meetings absolutely necessary to try and resolve conflicts/issues at the lowest step possible in the grievance procedure. Resolution at the lowest step is conducive to a better working relationship among all parties. Should said language be accepted many in middle management will start refusing to meet thus the Union proposes that current language remain as is.

*Union's responsibilities to employees when a grievance is found not have merit:* The Union has an established process to review any case that has been filed for arbitration to determine if said case has merit to proceed or no merit not to proceed. The Union must preserve the right of the Grievant to proceed to arbitration on his/her own should the Union find the Grievance without merit. Should the Union not preserve this right the Union is committing an unfair labor practice as per PERC decisions. The language proposed by DMS in Section 5 (a) and Section 6 (d) exposes the Union to such charges via PERC. Florida Statute 447.407 clearly states that "...A career service employee shall have the option of utilizing the civil service appeal procedure, an unfair labor practice procedure, or a grievance procedure established under this section,..." Thus the language mandating only 3 options to the Union [mediation, proceed to arbitration, withdraw the arbitration] violates the rights of state employees as established in State Statute 447.401. Again, the Union proposes current language remain as is.

Finally, the Union has proposed to the State a Change in Section 6 (a) 3 (i) 3 that would allow arbitrators to have proper discretion when rendering a decision. The prohibition to make decisions outside the contract, to not have the authority to add to, subtract from, modify, or alter the terms of the contract, as imposed by State Statute 447.401 - **remain**. However the arbitrator should be authorized to determine if the discipline imposed is appropriate for the infraction committed by the employee.

#### Article 11 – Classification Review

It is the Union's position with Article 11 that the changes sought do not alter or change the current Article substantially. The Union has accepted for the most part the language proposed by DMS with three minor changes: 1) Section 1 (B) "and provide a pay increase" be inserted to clarify what the accepted language of "shortage of funds" is addressing; 2) the "e-mail" be inserted in Section 1 (C) as another vehicle for submission of request as this e-mails are accepted in other parts of the Contract; and 3) That in Section 2 (A) DMS should be added to perform the same review they perform in Section 1 (C) of this same Article.

#### Article 18 - Leaves of Absence, Hours, Disability Leave - Section 6

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This is an issue of fairness. State employees earn special comp time when they are called in to work on their day off, be that a holiday or vacation day. They earn this time by giving up a day-off, working and being promised special comp. time that they could take within 120 calendar days. All they have to do is make arrangements with their supervisors for the time off. What happens in many cases, due to short staffing, complications in scheduling or just plain refusal, they are denied the time to take the time off and after 120 days they forfeit that earned special comp. time. For fiscal year of 2017 - 2018 this forfeited time came out to over 78,057.5 hours.<sup>1</sup> Please think about that, an employee is asked to work on his/her day off and they do not get paid for it or get time off for it, they are forced to forfeit the time earned. That comes out to 1,951 forty-hour weeks pay taken from employees. If a private employer did this, it would be considered wage theft and they would be facing dire consequences. Is it not fair to pay employees for time worked? You must stop this practice. Your Committee can stop this practice of forcing those employees that pitch in at a time of need as per their Agency, to not be penalized by forfeiting time earned when the Agency cannot grant them time off when requested. You can order that the impasse on this Article be settled with – **Agencies must pay-out special comp. time earned if time off cannot be arranged in the 120 days proceeding the earning of such time..** We ask that the practice of employees being forced to forfeit earned time cease. Employees deserve what they have earned, especially when they come in on a day off to fill a gap that their Agency asked them to.

#### Article 25 – Wages

It is the Union's position that a 5% across the board cost-of living increase is not only reasonable but also long overdue for state employees. The Administration through the State Personnel System Annual Workforce Report by the Department of Management Services has stipulated for years the following:

- Florida has the lowest ratio of public employees per residents of all fifty states.
- Florida has the lowest payroll cost for state employees per residents of all 50 states.
- Average salaries for non-exempt, non-management state personnel continues to decline.
- The gap between the average salaries for state employees and public sector employees continues to grow.
- Turnover rate is rising among state employees – 12.7% (up from 8.3% during '11-12 fiscal year)

State employees have been asked to absorb the work of those employees that have not been replaced – 2013/83,179 career service employees – 2017/80,135 career service employees. Please remember that besides absorbing the work of employees not being replaced they are also dealing with the increase of work load due to Florida's continued population growth. They have complied and are meeting the public's needs. The new administration has not acknowledged this and did not propose an increase for state workers in their proposed budget. We ask that the Legislature, starting with this Committee, do so and start recognizing the important, detailed and good work state employees do.. The Union has proposed a modest 5% increase. This is modest

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<sup>1</sup> Data provided by DMS-Division of Human Resource Management

and will not make up for lost wages. Attached is the last 10 years of increases state employees have received. As you could see, 1 wage decrease, and zero in 8 years, and 2 wages increases. The cost of living as per the Consumer Price Index has risen 8.1% since 2013. State Employees need an increase. The Union asks that this Committee start the process to provide one.

Respectfully Submitted,

Hector R. Ramos, Coordinator  
AFSCME Florida Region 2

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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 that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

### SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) —“Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this AgreementContract, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also does not include day(s) on which the offices of DMS or any agency employing bargaining unit members

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

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

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

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

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) when the subject of such ~~(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 whether to be represented by the Union or another representative designated by the grievant. If the grievant is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the grievant’s designated representative, shall be binding on the grievant.

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

### **For the State**

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

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

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

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

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

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

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

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not be bound by the decision of any grievance in which the grievant chose not to be represented by the Union.

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

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

### **SECTION 3 – Procedures**

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

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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

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

**(1) Oral Step**

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

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

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

**For the State**

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

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

**(2) STEP 1**

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

(b) If the grievant elects not to utilize the Oral Step provision of this section, the grievant or the ~~designated grievance grievant's~~ representative shall file a written

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grievance with the Step 1 Management Representative on the grievance form as contained in Appendix B of this Contract, to be received within 15 days following the occurrence of the event giving rise to the grievance, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

(c) The Step 1 Management Representative or designee shall meet with the grievant and/or the grievant's ~~designated grievance~~ representative to discuss the grievance, ~~unless the parties agree not to meet. The Step 1 Management Representative and~~ shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 10 days following the date the grievance is received at Step 1.

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

~~(e) 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 grievant or the grievant's representative may file a written grievance with the Agency Head or ~~designated representative~~designee within 15 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, a copy of the Oral Step Documentation if that step was utilized, and a copy of the Step 1 response decision, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form contained in Appendix B of this Contract setting forth specifically the complete

#### For the State

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

(b) The Agency Head or ~~designated representative designee~~ shall meet with the grievant and/or the ~~designated Union Staff Representative~~ grievant's representative, or the designated grievance representative if the grievant is not represented by the Union, to discuss the grievance, ~~unless the parties agree not to meet. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance.~~ The Agency Head or ~~designated representative designee~~ shall communicate a decision in writing to the grievant's representative within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 2 decision to the grievant.

(c) Failure to communicate the decision in a timely manner shall permit the grievant, the Union, or ~~other designated grievancee~~ the grievant's 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 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this ~~Agreement~~ Contract, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the ~~Union President or the designated member of the Union President's staff, or the grievant or designated grievance grievant or grievant's representative if not represented by the Union,~~ may appeal the 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 15 days after receipt of the decision at

**For the State**

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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~~ decisions and documents in support of the grievance. The ~~designated~~ representative of the Department of Management Services shall meet with the ~~Union President or the designated member of the Union President's staff, and/or the grievant, or the designated grievance grievant's~~ representative ~~if not represented by the union~~ to discuss the grievance, ~~unless the parties agree not to meet~~. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the grievance form submitted at Step 2, together with all written ~~responses~~ decisions and documentation in support of the grievance. The grievance form must be completed in its entirety.

(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 grievant or the designated grievance grievant's~~ representative, within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 3 decision to the grievant.

(c) Failure to communicate the ~~decision~~ within the specified time limit shall permit the grievant, the Union, or ~~other designated grievance~~ the grievant's 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 the parties. There shall be no retroactive extensions of time limits.~~

**For the State**

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Michael Mattimore  
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**(5) GRIEVANCE MEDIATION**

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, a mediation will be scheduled within 60 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. If the mediation is unsuccessful in resolving the grievance, the Union Agency will notify the Arbitration Coordinator and the agency Union representative within 20 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the Union chooses to proceed to arbitration, When the parties agree to mediate a grievance, the hearing shall be scheduled date for the arbitration hearing provided in section (6)(d) below may be extended by mutual agreement beyond five months not later than 60 days from the date that the mediation concludes without a resolution of the grievance.

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

**(6) ARBITRATION**

(a) Arbitration Filing.

1. General Provisions. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it. If, at the initial written step, the grievant did not elect Union representation, or the Union refused to represent the grievant because the employee was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration or may designate another representative to appeal the grievance to arbitration on his behalf.

**For the State**

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

3. Contract Language Grievance. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the Union ~~President or the designated member of the Union President's staff~~ may appeal the grievance to arbitration ~~on the appropriate form as contained in Appendix C of this Contract~~ within 20 days following receipt of the decision at Step 3. ~~The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, 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. If, at the initial written step, the grievant did not elect Union representation, or the Union refused to represent the grievant because the employee was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration or may designate another representative to appeal the grievance to arbitration on his 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 arbitrators, mutually selected by the state and the Union to serve in rotation for any case submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state, ~~and the Union,~~ representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

**For the State**

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Date

~~(d) — The Union will notify the Arbitration Coordinator and the agency representative of its decision to propose mediation, proceed to schedule an arbitration hearing, or withdraw its arbitration request, as soon as feasible but in no event later than 45 days after it files a Request for Arbitration. If the parties agree to mediation, the provisions of Section 3(F)(5), above, shall govern the scheduling of the mediation and, if necessary, arbitration hearing.~~

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

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

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

(gh) 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 Arbitration Coordinator shall schedule an arbitrability hearing with the state, the Union, and 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 ~~45~~ 20 days of an arbitrator being chosen for this limited purpose. The Arbitration

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

\_\_\_\_\_  
Date

Coordinator shall contact arbitrators on the panel in rotation in identifying an arbitrator who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

\_\_\_\_\_  
Date

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

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

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

b. Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

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

~~d. If the Union does not notify the Arbitration Coordinator in writing within 45 days of filing the Request for Arbitration form that it is proceeding with mediation or arbitration, the agency will not be responsible for back pay for the period between the end of the five month period described in (6)(e), above, or of the 140 day period described in (5), above, and the hearing date, if such date is later. This provision shall not apply if the failure to meet the five month or 140 day scheduling limitation is due to the unavailability of agency counsel.~~

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME**

\_\_\_\_\_  
Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

\_\_\_\_\_  
Date

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

(kl) 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 to~~ a grievance ~~to be received~~ within the specified time limit shall permit the grievant, the Union, or the ~~designated grievance grievant's~~ representative, ~~where as~~ appropriate, to proceed to the next step.

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

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

#### **SECTION 5 – Exceptions**

(A) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 on the grievance form as contained in Appendix B of this Contract within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on

##### **For the State**

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

\_\_\_\_\_  
Date

##### **For AFSCME**

\_\_\_\_\_  
Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

\_\_\_\_\_  
Date

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

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

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

(D) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this ~~Agreement~~Contract. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. ~~The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely affected by the dispute relating to the interpretation or application of the Agreement.~~ Such grievance shall be initiated at Step 2, or at Step 3 where more than one agency is involved, of this procedure by submitting a grievance form as contained in Appendix B, of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

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Date

AFSCME

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grievance. The Union shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely affected by the dispute relating to the interpretation or application of the Contract. When a grievance is eligible for initiation at Step 2 or 3, the grievance shall ~~be filed on the grievance form contained in Appendix B of this Contract,~~ setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all written responses and documentation in support of the grievance. The grievance form must be completed in its entirety.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos  
Coordinator, Region 2 and  
Chief Negotiator

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Date

## Article 11 CLASSIFICATION REVIEW

### SECTION 1 – Additional Duties

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

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. ~~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-position~~ is to-reclassified 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. Shortage of funds shall not be used as the basis for refusing to reclassify a position and provide a pay increase after a review has been completed.

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

#### For the State

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

#### For AFSCME

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Hector R. Ramos  
Coordinator, Region 2  
Chief Negotiator

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Date

## SECTION 2 – Work Load Quotas

(A) When an employee alleges that the ~~y employee is~~are being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head review the work load quota assigned to the employee. The Agency Head or designee shall ~~make review~~ the work load quota and provide the employee with a final written decision ~~on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision~~ within 30 days of the request. If the decision is that the employee's work load is adequate and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency's decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery, e-mail, or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 34, Section 2 of this Contract. The Department of Management Services The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties. The decision of the Agency Head or designee shall be final and binding on all parties.

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos  
Coordinator, Region 2  
Chief Negotiator

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Date

## **Article 18**

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

#### **SECTION 1 – Leaves**

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

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

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

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

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

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

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

#### **SECTION 3 – Work Schedules**

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

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

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the state will schedule the employee to be off work for a

minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

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

#### **SECTION 4 – Rest Periods**

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

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

#### **SECTION 5 – Disability Leave**

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each agency shall schedule employees earning 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. **On a case by case basis, E** extensions will ~~not~~ be allowed for any other reason.

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

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

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

(a) Regular compensatory leave credits.

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

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

**A suspended employee, by mutual agreement between the employee and the supervisor, may work in lieu of the employee serving the suspension. Employees who work during their suspension will be compensated at their regular rate of pay and be credited for earned benefits for the time work. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or works. No leave will be deducted from the employee's leave balance if they work during a suspension.**

## **Article 25**

### **WAGES**

#### **SECTION 1 – Pay Provisions – General**

Pay shall be in accordance with the Fiscal Year ~~2017-2018~~ **2019-2020** General Appropriations Act and other provisions of state law.

#### **SECTION 2 - Competitive Pay Adjustments**

In accordance with ~~Senate Bill 7022~~ **the General Appropriations Act of Fiscal Year 2019-2020** a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards.

(A) **Eligible full-time and part-time employees shall receive a 5% pay adjustment to their base rate of pay.**

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

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

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

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

#### **SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year ~~2017-2018~~ **2019-2020** General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's ~~exemplary~~ **commendable** performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

*AFSCME Florida Bargaining Unit Increases*

<u><b>Year</b></u>	<u><b>Amount</b></u>
<b>2018</b>	<b>0</b>
<b>2017</b>	<b>\$1,400.00 for those making less than \$40,000.00 per year</b> <b>\$1,000.00 for those making more than \$40,000.00 per year</b>
<b>2016</b>	<b>0</b>
<b>2015</b>	<b>0</b>
<b>2014</b>	<b>Bonus to selected few</b>
<b>2013</b>	<b>\$1,400.00 for those making less than \$40,000.00 per year</b> <b>\$1,000.00 for those making more than \$40,000.00 per year</b>
<b>2012</b>	<b>- 3%: pay cut as contribution to FRS</b>
<b>2011</b>	<b>0</b>
<b>2010</b>	<b>0</b>
<b>2009</b>	<b>0</b>
<b>2008</b>	<b>0</b>

**American Federation of State, County, and Municipal Employees (AFSCME) -  
Special Compensatory (SC) Leave Forfeiture Estimates by Agency From FY 2017-18<sup>1</sup>**

<b>Agency</b>	<b>Sum of SC Holiday Hours Forfeited</b>	<b>Sum of SC Office Closure Hours Forfeited<sup>2</sup></b>
AHCA - Agency for Hlth Care Ad	119.00	-
APD - Persons w/Disabilities	1,679.25	2,638.50
AST - State Technology	11.00	8.00
DACS - Agriculture & Csmr Svcs	438.00	315.25
DBPR - Business & Prof Reg	31.75	29.00
DC - Corrections	3,851.25	4,433.00
DCF - Children & Families	20,309.00	10,043.00
DEO - Economic Opportunity	127.75	2.00
DEP - Environmental Protection	2,900.25	1,197.75
DFS - Financial Services	27.50	10.00
DJJ - Juvenile Justice	6,269.50	4,538.50
DLA - Legal Affairs	29.25	76.50
DMA - Military Affairs	529.75	97.00
DMS - Management Svcs	44.25	22.50
DOE - Education	19.50	-
DOEA - Elder Affairs	54.50	-
DOH - Health	886.25	4,864.00
DOS - State	93.75	-
DOT - Transportation	440.50	1,840.75
DVA - Veterans Affairs	2,900.25	2,697.50
FDLE - Law Enforcement	153.50	558.25
FSDB - FL School Deaf & Blind	40.75	8.00
FWC - Fish & Wildlife Cons Comm	426.75	595.50
HSMV - Hwy Safety & Mtr Vhcle	553.50	2,130.75
REV - Revenue	8.25	6.75
<b>Grand Total</b>	<b>41,945.00</b>	<b>36,112.50</b>

<sup>1</sup>SC holiday hour forfeitures from October 2017 and April 2018 and SC office closure hours potentially forfeited from Hurricane Irma following 120-day use periods.

<sup>2</sup>SC office closure hour forfeitures reflect leave accrued during Hurricane Irma that was not used by the initial 120-day use periods, but accruals could vary significantly from year to year based on the number of declared emergencies in the State. Additionally, agencies have the option to extend the SC use periods by an additional 180 days in accordance with contract provisions before the SC is forfeited.

**American Federation of State, County, and Municipal Employees (AFSCME) -  
Special Compensatory (SC) Leave Forfeiture Estimates by Agency From FY 2016-17<sup>1</sup>**

Agency	Sum of SC Holiday Hours Forfeited	Sum of SC Office Closure Hours Forfeited <sup>2</sup>
AHCA - Agency for Hlth Care Ad	86.75	0.00
APD - Persons w/Disabilities	1,663.25	0.00
AST - State Technology	19.25	0.00
DACS - Agriculture & Csmr Svc	401.50	137.50
DBPR - Business & Prof. Reg.	62.25	0.00
DC - Corrections	4,849.25	6,361.25
DCF - Children & Families	17,961.25	8,563.00
DEO - Economic Opportunity	323.25	0.00
DEP - Environmental Protection	2,852.25	37.00
DFS - Financial Services	102.25	0.00
DJJ - Juvenile Justice	6,432.00	5,129.00
DLA - Legal Affairs	10.50	25.25
DMA - Military Affairs	657.50	0.00
DMS - Management Svcs	17.50	0.00
DOE - Education	12.50	0.00
DOEA - Elder Affairs	1.75	0.00
DOH - Health	856.75	1,604.00
DOS - State	60.25	0.00
DOT - Transportation	502.25	275.50
DVA - Veterans Affairs	3,959.25	3,125.50
FDLE - Law Enforcement	95.00	80.00
FSDB - FL School Deaf & Blind	40.00	0.00
FWC - Fish & Wildlife Cons Comm	422.75	92.00
HSMV - Hwy Safety & Mtr Vhcle	368.50	674.00
REV - Revenue	45.75	0.00
<b>Grand Total</b>	<b>41,803.50</b>	<b>26,104.00</b>

<sup>1</sup>SC holiday hour forfeitures from October 2016 and April 2017 and SC office closure hours potentially forfeited from Hurricane Hermine and Hurricane Matthew following 120-day use periods.

*Total - 67,907.50*

<sup>2</sup>SC office closure hour forfeitures reflect leave accrued during Hurricane Hermine and Hurricane Matthew that was not used by the initial 120-day use periods, but accruals could vary significantly from year to year based on the number of declared emergencies in the State. Additionally, agencies have the option to extend the SC use periods by an additional 180 days in accordance with contract provisions before the SC is forfeited. The number of SC office closure hours forfeited by the Department of Corrections (DC) were provided by DC.

Filed Authorized Positions 11-08-16

Agency	ADMINISTRATIVE & CLERICAL - AFSCME (01)	HUMAN SERVICES AFSCME (03)	OPERATIONAL SERVICES AFSCME (02)	PROFESSIONAL AFSCME (05)	TOTALS
AMCA - Agency for Hlth Care Ad	116	0	2	660	778
APD - Persons w/Disabilities	118	1102	118	383	1721
AST - Agency for St Technology	56	0	2	78	136
CIT - Citrus	3	1	2	4	10
DACS - Agriculture & Csmr Svc	402	0	238	1162	1802
DBPR - Business & Prof. Reg.	158	0	1	873	1032
DCC - Corrections	1533	582	5	914	3034
DCF - Children and Families	1178	1443	78	5902	8601
DEO - Economic Opportunity	35	5	7	1001	1048
DEP - Environmental Protection	241	0	448	1393	2082
DFS - Financial Services	230	0	8	1158	1396
DJJ - Juvenile Justice	170	905	27	1147	2249
DLA - Legal Affairs	262	0	3	184	449
DMA - Military Affairs	72	29	92	66	259
DMS - Management Svcs	73	0	136	246	455
DOAH - Admin Hearings	41	0	0	2	43
DOE - Education	255	214	3	909	1381
DOEA - Elder Affairs	53	0	0	193	246
DOH - Health	2311	1294	223	3985	7813
DOS - State	61	0	5	181	247
DOT - Transportation	620	4	812	2319	3755
OVA - Veterans Affairs	127	622	25	46	820
FCOR - Com on Offender Review	25	0	0	61	86
FDLE - Law Enforcement	227	0	4	833	1064
FSOB - FL School Deaf & Blind	32	215	65	32	344
FWC - Fish&Wildlife Cons Comm	214	0	94	577	885
HSMV - Hway Safety & Mtr Vhcle	989	0	41	726	1756
PSC - Public Service Comm	15	0	0	111	126
REV - Revenue	2471	1	5	1426	4903
<b>Grand Total</b>	<b>12088</b>	<b>6417</b>	<b>2444</b>	<b>26572</b>	<b>47521</b>

47521

# AFSCME Special Compensatory Leave Forfeitures

From October 2015 and April 2016

Agency	Hours Forfeited
<b>3100 EOG - Office of the Governor</b>	<b>6.25</b>
05 Professional - AFSCME	6.25
<b>3700 DEP - Environmental Protection</b>	<b>2,745.25</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	44.25
02 OPERATIONAL SERVICES - AFSCME	1,667.25
02 Operational Services - AFSCME	1.00
05 Professional - AFSCME	1,032.75
<b>4000 DEO - Economic Opportunity</b>	<b>219.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	8.00
03 HUMAN SERVICES - AFSCME	2.00
05 Professional - AFSCME	209.75
<b>4100 DLA - Legal Affairs</b>	<b>4.50</b>
05 Professional - AFSCME	4.50
<b>4200 DACS - Agriculture &amp; Csmr Svc</b>	<b>535.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	69.75
02 OPERATIONAL SERVICES - AFSCME	42.50
05 Professional - AFSCME	423.50
<b>4300 DFS - Financial Services</b>	<b>153.75</b>
05 Professional - AFSCME	153.75
<b>4500 DOS - State</b>	<b>27.00</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	6.00
05 Professional - AFSCME	21.00
<b>4800 DOE - Education</b>	<b>39.50</b>
05 Professional - AFSCME	39.50
<b>4890 FSDH - FL School Deaf &amp; Blind</b>	<b>0.75</b>
03 HUMAN SERVICES - AFSCME	0.75
<b>5000 DVA - Veterans Affairs</b>	<b>3,901.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	67.75
02 OPERATIONAL SERVICES - AFSCME	27.00
03 HUMAN SERVICES - AFSCME	3,774.50
05 Professional - AFSCME	32.50
<b>5500 DOT - Transportation</b>	<b>658.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	39.25
02 OPERATIONAL SERVICES - AFSCME	249.75
05 Professional - AFSCME	369.50
<b>5700 CIT - Citrus</b>	<b>1.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	1.50
<b>6000 DCF - Children and Families</b>	<b>25,168.70</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	365.50
02 OPERATIONAL SERVICES - AFSCME	156.25
03 HUMAN SERVICES - AFSCME	11,262.20
05 Professional - AFSCME	13,384.75
<b>6200 DMS - Military Affairs</b>	<b>516.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	49.25

Data Source: People First

Prepared by: DMS - Division of Human Resource Management

11/18/2016

02 OPERATIONAL SERVICES - AFSCME	146.00
03 HUMAN SERVICES - AFSCME	222.50
05 Professional - AFSCME	99.00
<b>6400 DOH - Health</b>	<b>868.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	144.75
02 OPERATIONAL SERVICES - AFSCME	56.25
03 HUMAN SERVICES - AFSCME	181.25
05 Professional - AFSCME	486.25
<b>6500 DOEA - Elder Affairs</b>	<b>22.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	2.25
05 Professional - AFSCME	20.50
<b>6700 APD - Persons w/Disabilities</b>	<b>832.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	15.50
03 HUMAN SERVICES - AFSCME	735.25
05 Professional - AFSCME	82.00
<b>6800 ACHA - Agency for Hlth Care Adm</b>	<b>161.00</b>
05 Professional - AFSCME	161.00
<b>7000 DC - Corrections</b>	<b>5,600.00</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	654.00
03 HUMAN SERVICES - AFSCME	4,058.75
05 Professional - AFSCME	887.25
<b>7100 FDLE - Law Enforcement</b>	<b>127.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	9.00
05 Professional - AFSCME	118.75
<b>7200 DMS - Management Services</b>	<b>34.50</b>
02 OPERATIONAL SERVICES - AFSCME	9.00
05 Professional - AFSCME	25.50
<b>7298 AST - Agency for State Technology</b>	<b>54.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	25.50
05 Professional - AFSCME	29.00
<b>7300 REV - Revenue</b>	<b>78.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	15.25
05 Professional - AFSCME	63.25
<b>7600 HSMV - Hwy Safety &amp; Mtr Vhcle</b>	<b>682.75</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	393.00
02 OPERATIONAL SERVICES - AFSCME	18.00
05 Professional - AFSCME	271.75
<b>7700 FWC - Fish &amp; Wildlife Cons Comm</b>	<b>987.50</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	307.00
01 Administrative & Clerical - AFSCME	3.50
02 OPERATIONAL SERVICES - AFSCME	80.25
05 Professional - AFSCME	596.75
<b>7900 DBPR - Business &amp; Prof Reg</b>	<b>106.00</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	0.25
05 Professional - AFSCME	105.75
<b>8000 DJJ - Juvenile Justice</b>	<b>5,340.00</b>
02 OPERATIONAL SERVICES - AFSCME	93.75

Data Source: People First

Prepared by: DMS - Division of Human Resource Management

11/18/2016

03 HUMAN SERVICES - AFSCME	5,102.50
05 Professional - AFSCME	143.75
<b>Grand Total</b>	<b>48,876.20</b>

**AFSCME Special Compensatory Leave Forfeitures**  
**From October 2015 and April 2016**

<b>CBU</b>	<b>Hours forfeited</b>
01 ADMINISTRATIVE & CLERICAL - AFSCME	2,217.75
01 Administrative & Clerical - AFSCME	3.50
02 OPERATIONAL SERVICES - AFSCME	2,546.00
02 Operational Services - AFSCME	1.00
03 HUMAN SERVICES - AFSCME	25,339.70
05 Professional - AFSCME	18,768.25
<b>Grand Total</b>	<b>48,876.20</b>





## FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



March 6, 2019

To Committee Chairs & Members,

Attached are the current proposals submitted for consideration by the Florida State Fire Service Association (the “FSFSA” or “Association”) for Open Article Negotiations. Unfortunately, the parties did not have the opportunity to seriously negotiate any of these issues prior to impasse. In the following outline, we list each area of impasse, describe our proposal (in *italics*), and summarize the Association’s supporting rationale.

### **Article 13: Health and Welfare**

#### **Section 1**

*No Changes to the State Employees Group Health Self-Insurance Plans for Fiscal Year 2019-2020.*

Rationale: The State has not identified any proposed insurance changes, and the Association merely proposes language to maintain the status quo. The FSFSA opposes language that would permit changes without bargaining.

#### **Section 5 Laundry & Showers for Decontamination (NEW)**

*The Department of Agriculture & Consumer Services, Division of Forestry, Florida Forest Service (FFS), shall provide designated laundry and decontamination shower facilities. These facilities will be provided to prevent FFS Staff from bringing contaminated items to their physical residence which can lead to cross contamination of cancerous and harmful materials to the employee’s family.*

Rationale: This request is to help in the prevention of contaminated clothing from wildland fires being brought back to the employees’ residences and exposing family members – via cross contamination - to potentially harmful and cancerous material. The Association was disappointed that, when this proposal was presented, the Florida Forest Service representative stated that it was inapplicable, and there was no need for to address the issue. However, although office locations have showers, they are not utilized by staff because the space is used for storage. The claim that there is “no problem” with contamination generally because employees work in enclosed cabs overlooks the fact that employees are consistently exposed to hazardous contaminants during fire operations, and during illegal fires in illegal dumping areas which often include plastics and hazardous materials.

When the Association we presented the following links to already documented and proven contaminants that wildland firefighter’s face, the State was not interested. Given the information that has been consistently presented each year to the Legislature and that information has been further validated with this year’s legislative session regarding the cancer-causing agents that firefighters, to include wildland firefighters, are exposed to during fire operations this request is not baseless. The Florida Forest Service is the only Agency, within the Florida State Fire Service Association, to which their operations do not currently acknowledge or provide for the ability to prevent cross contaminating their exposed and dirty clothing to their families.



## FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



Links of studies of the exposure risks to wildland firefighters:

<https://wildfiretoday.com/2017/10/23/nbc-news-cancer-among-firefighters/>

<https://www.epa.gov/sciencematters/science-behind-wildfire-smokes-toxicity>

<https://www.lagrandeobserver.com/news/5634845-151/wildland-firefighters-are-chocking-on-smoke>

### Article 23 Hours of Work and Overtime

This Article received a return from the State on March 4, 2019 to remain at Status Quo. This Status Quo is with the understanding that our request to have our Department of Military Affairs members operate under the People First Time System as with all other agencies will be pursued. The request has been posted to the National Guard as the funding request to change the current time schedule from 212 hours within a 28 day period to a new scheduling of 192 hours which will allow for them to utilize the People First time management system.

### Article 24 On-Call Assignment, Call-Back and Residency

#### Section 1 – (Status Quo)

#### Section 2 – On Call Additive (CHANGE)

(A) *When approved as provided herein, an employee who is required to be on-call shall be paid on-call additive in the amount of two dollar (\$2.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), Florida Administrative Code.*

(B) – (C) (Status Quo)

#### Sections 3 – 4 (Status Quo)

Rationale: The proposed change to Section 2(A) is to increase the on-call pay additive from the current one dollar \$1.00 to \$2.00 is to help in retaining rangers and recognize increasing number of call backs within areas due to the low manpower. The State's proposal to remain at status quo fails to address the chronically low manpower problem and retention of staff.

### Article 25 Wages

#### Section 1 – Pay Provisions – General

*Pay provisions shall be in accordance with the Fiscal Year 2019-2020 General Appropriations Act and other provisions of law.*

Rationale: Only change was to acknowledge the next fiscal year.



## FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



### Section 2 – Competitive Pay Adjustments (NEW)

*In accordance with the authority provided in the Governor's recommendations for Section 8 of the General Appropriations Act, effective July 1, 2018, the State of Florida shall grant competitive pay adjustments of \$2500.00 back to the June 30, 2018 base rate of pay of all employees filling firefighter positions in the following classes which were not provided recognition in the 2018-2019 provision:*

1. *Fire Protection Specialist (Code 8804)*
2. *Field Representative Supervisor (Code 1366)*
3. *Field Representative (Code 1360)*
4. *Fire College Instructor Supervisor (Code 1364)*
5. *Fire College Instructor (Code 1362)*

**Rationale:** This request is to fix of the legislature's failure to increase provisions for the following firefighter positions within the Department of Financial Services and the Agency for Health Care Administration, approximately 60 positions, with the rest of the membership job classes within the Florida State Fire Service Association. These firefighters were somehow missed during the previous award of competitive pay adjustments. The competitive pay adjustments somehow were only awarded to the hundreds of other firefighters covered by the Florida Fire Service Association, when they had been requested for all positions. These members have been continually ignored in all previous requests, yet are one of the smallest groups.

The last approved competitive pay adjustment granted by you our legislative leaders was circumvented by the previous executive when you agreed to settle our impasse and grant a competitive pay increase of \$2000.00. The Legislatures resolution of the bargaining impasse was then vetoed by the Governor, essentially circumventing the legislature's powers to settle impasse items.

The Florida Supreme Court agreed to exercise its discretionary jurisdiction over the propriety of the Governor vetoing the Legislature. However, after oral argument, the Florida Supreme Court ruled, in a 4 to 3 decision, that jurisdiction had been improvidently granted. A link to the Florida Supreme Court's opinion is [here](#). The majority did not explain its rationale in its two sentence opinion, but the four page dissent vigorously disputed the Governor's ability to veto the Legislature's resolution of a bargaining impasse between the Governor (the employer) and his employees (represented by the FSFSA).

In dissent, Justice Lewis, joined by two other justices, explained: Governor Scott's "use of veto authority, after the impasse had been resolved by the [Florida] Legislature, allows the Governor to act as a judge in his own cause, thereby obstructing due process."

Since this time, the competitive pay adjustment was again asked for all bargaining unit provisions for the 2018-2019 fiscal year but no reason was provided to show why the job classes covered by 2 of the 3 bargaining unit members was left out. This has caused harmed morale in these two agencies given there continues to be no step pay plan provisions or Performance Pay Increases for exemplary performance. There have been no competitive pay adjustments given to these job classes to recognize increased workload demands, or accommodate increases in the cost of living.



## FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



These firefighter members are very deserving of the increase received by all other bargaining unit positions and it is requested that it be made retro-active to the date granted with all other bargaining unit positions when it should have been provided.

### Article 25 – Wages (NEW)

*Effective July 1, 2019, the State of Florida shall grant competitive pay adjustments of eight percent to ALL bargaining unit positions base rate of pay of all employees.*

1. *Forest Ranger (Code 7609)*
2. *Senior Forest Ranger (Code 7610)*
3. *Multi-Engine Reciprocal Aircraft Pilot - Fire (Code 6568)*
4. *Single-Engine Reciprocal Aircraft Pilot - Fire (Code 6570)*
5. *Firefighter Rotorcraft Pilot (Code 6577)*
6. *Fire Protection Specialist (Code 8804)*
7. *Field Representative Supervisor (Code 1366)*
8. *Field Representative (Code 1360)*
9. *Fire College Instructor Supervisor (Code 1364)*
10. *Fire College Instructor (Code 1362)*
11. *Firefighters (Code 6411)*
12. *Firefighter Supervisor (Code 6412)*

Rationale: This is a modest proposal to move toward pay scales pay scales of other public employees, and account for the cost of living. The increases are necessary to offset the agencies' refusal to provide performance pay increases for exemplary performance, and failure to provide step pay plans which reward proven experience. Last year's competitive pay adjustment provided to 3 of our 5 bargaining unit job classes equated to about a 2% increase. And last year's request was for an across the board increase of 10 % we have decreased our request as such.

### Article 25 – Wages

#### Section 3 – Deployment to a facility or Area Closed due to Emergency

*The changes simply acknowledge the Fiscal Year 2019-2020 General Appropriations Act. Rest of language remains Status Quo.*

#### Section 4 – Cash Payout of Annual Leave (Status Quo)

#### Section 5 – Performance Pay

*In accordance with the authority provided in the Fiscal Year 2019 – 2020 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency shall authorize 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. Performance pay increases provided based*



## FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



*on the performance evaluation shall be listed based on core for the pool of employees eligible. If the individuals eligible in the Agency exceed the amount of funds available, the reward shall be provided based off the seniority of the individuals listed.*

**Rationale:** The proposed changes ensure a fair and equitable distribution of the funds provided for performance pay. As provided now, there is no means to ensure fair and equitable distribution of the funds to all employee types within the agency. Also in many instances, the provision of at the discretion of the Agency Head, has led to rewards not being provided to each employee job class position. Individuals whom have obtained all “5’s” on performance evaluations multiple years in a row whom have requested an performance pay increase are consistently turned down, while other employees from another job class continue to receive the increase. This has been a blow to employee morale and caused dissention in the ranks.

### **Section 6 – Competitive Area Differential (Status Quo)**

**Rationale:** The State proposes to remove this provision and give it a new designation, placing the responsibility to at the discretion of the Agency Head and remove the job duties from the Department of Financial Services. The Florida State Fire Service Association, given the failures of the agency heads fulfilling any of the other provisions with this language, do not support removing the oversight from the Department of Management Services as then no reviews or adjustments will occur.

### **Section 7 – Discretionary Competitive Pay Adjustments**

*Provisions changed to acknowledge the Fiscal Year 2019-2020 General Appropriations Act. Rest of language remains Status Quo.*

### **Section 8 – Promotional and Annual Step Provisions (NEW)**

*All bargaining unit positions shall be provided promotional step and annual pay provisions within the pay scale system of each Agency. These scales shall provide for annual increases as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code in excess of 3.5 or higher.*

*Each Agency shall provide promotional opportunities within the position bands which shall hold a minimum pay differential of \$2500.00 between positions.*

**Rationale:** In some agencies, many of our bargaining unit positions have no provision for promotional advancement, or increase to pay given no cost of living or performance pay rewards are granted. This proposal to ensure that each provided position has at least some means to advance in responsibilities and increase in compensation. The delineation between the promotional ranges of pay will allow for the desire to achieve higher responsibilities while advancing from those of the previous position. This will help many agencies with retention and morale; and will remove the dead end positions which have no means to grow or advance leading to stagnate work positions.



## **FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20**



Thank you for consideration of our proposals. I will be available during the hearing to take your questions and provide whatever additional information you may need.

Respectfully submitted,

Michael T. Brennan  
President S20  
Florida State Fire Service Association  
(352)220-7825  
admin@iafflocals20.com

## Article 13

### HEALTH AND WELFARE

#### SECTION 1 – Insurance Benefits

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged ~~for Fiscal Year 2018-2019~~ for Fiscal Year 2019-20.

Sections 2-4 FSFSA proposes Status Quo

#### SECTION 5 – Laundry & Showers for Decontamination

The Department of Agriculture and Consumer Services, Division of Forestry, Florida Forest Service (FFS), shall provide designated laundry and decontamination shower facilities. These facilities will be provided to prevent FFS staff from bringing contaminated items to their physical residence which can lead to cross contamination of cancerous and harmful materials to the employee's family.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Michael T. Brennan  
President and Chief Negotiator

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Date

## Article 23

### HOURS OF WORK AND OVERTIME

#### SECTION 1 – 5 FSFSA proposes Status Quo

#### SECTION 6 – People First Time/Leave Tracking

(A) All bargaining unit members will utilize the People's First statewide system for documenting hours worked, tracking leave credits earned used, and calculating overtime.

(B) All bargaining unit members will be responsible for their own data entry into the People's First timesheet system, except in limited cases where supervisors make corrections or post on behalf of an employee unable to complete the timesheet.

(C) In the limited issues where it is not feasible for an employee to post their own time entries into the People's First timesheet a written explanation of detailed actions by the supervisor will be sent to the affected employee within a reasonable timeframe.

#### SECTION 7 – Hazard/Physical Hardship Duty Pay Additive

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

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

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael T. Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Article 24

### ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

#### SECTION 1 – *FSFSA proposes Status Quo*

#### SECTION 2 – On-Call Additive

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

#### (B-C) *FSFSA proposes Status Quo*

#### Sections 3 – 4 *FSFSA proposes Status Quo*

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Michael T. Brennan  
President and Chief Negotiator

---

Date

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

Pay shall be in accordance with the Fiscal Year ~~2018~~2019-2020 General Appropriations Act and other provisions of state law.

**SECTION 2 – Competitive Pay Adjustments**

In accordance with the authority provided in the Governor's recommendations for Section 8 of the General Appropriations Act, effective July 1, 2018, the Department of Agriculture and Consumer Services State of Florida shall grant competitive pay adjustments of ten percent \$2500.00 back to the June 30, 2018 base rate of pay of all employees filling a firefighter positions in the following classes which were not provided recognition in the 2018-19 provision:

1. Fire Protection Specialist (Code 8804)
2. Field Representative Supervisor (Code 1366)
3. Field Representative (Code 1360)
4. Fire College Instructor Supervisor (Code 1364)
5. Fire College Instructor (Code 1362)

1. Forest Ranger (Code 7609);
2. Senior Forest Ranger (Code 7610);
3. Multi-Engine Reciprocal Aircraft Pilot—Fire (Code 6568);
4. Single-Engine Reciprocal Aircraft Pilot—Fire (Code 6570), and
5. Firefighter Rotorcraft Pilot (Code 6577).

Effective July 1, 2019, the State of Florida shall grant competitive pay adjustments of eight percent to all bargaining unit positions base rate of pay of all employees.

1. Forest Ranger (Code 7609),
2. Senior Forest Ranger (Code 7610),
3. Multi-Engine Reciprocal Aircraft Pilot - Fire (Code 6568),
4. Single-Engine Reciprocal Aircraft Pilot - Fire (Code 6570), and

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael T. Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

5. Firefighter Rotorcraft Pilot (Code 6577)

6. Fire Protection Specialist (Code 8804)

7. Field Representative Supervisor (Code 1366)

8. Field Representative (Code 1360)

9. Fire College Instructor Supervisor (Code 1364)

10. Fire College Instructor (Code 1362)

11. Firefighters (Code 6411)

12. Firefighter Supervisor (Code 6412)

~~1.~~

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

In accordance with the authority provided in the Fiscal Year ~~201819-201920~~ General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

### SECTION 4 – Cash Payout of Annual Leave

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

### SECTION 5 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~201819-201920~~ General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency ~~is-shall~~ 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;

**For the State**

**For the FSFSA**

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

\_\_\_\_\_  
Michael T. Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Florida Administrative Code. Performance Pay increases provided based on the performance evaluation shall be listed based on score for the pool of employees eligible. If the individuals eligible in the Agency exceed the amount of funds available, then the reward shall be provided based off the seniority of the individuals listed.

## **SECTION 6– Competitive Area Differential**

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

## **SECTION 7 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year ~~201819-2019~~20 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency-is shall authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

## **SECTION 8 – Promotional and Annual Step Provisions**

All bargaining unit positions shall be provided promotional step and annual pay provisions within the pay scale system of each Agency. These scales shall provide for annual increases as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code in excess of 3.5 or higher.

Each Agency shall provide promotional opportunities within the position bands which shall hold a minimum pay differential of \$2500.00 between positions.

**For the State**

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

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Michael T. Brennan  
President and Chief Negotiator

\_\_\_\_\_  
Date



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March 5, 2019

Senator Ed Hooper  
Co-Chair  
Joint Select Committee on  
Collective Bargaining

Representative Stan McClain  
Co-Chair  
Joint Select Committee on  
Collective Bargaining

Re: Collective Bargaining Impasse between  
Florida Nurses Association and State of Florida

Dear Chair Hooper, Chair McClain and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO ("FNA"). In turn, the FNA is the certified bargaining agent for approximately 3,000 health care professionals employed by the State of Florida ("State").

Of utmost importance to the FNA and its membership is the compensation level of the health care professionals. State-employed Registered Nurses, Advanced Registered Nurse Practitioners, Community Health Nurses, Dentists, Pharmacists, Speech & Hearing Therapists, Dietitians, Behavioral Specialists and Nutritionists are critical employees who are first-responders to on-going health care challenges such as disaster related trauma (e.g.: hurricanes), the various virus outbreaks like ZIKA and the continuing AIDS epidemic.

Almost all of these employees are inappropriately compensated (compared to similar positions in the private sector and in other public sector entities such as county hospitals), and have not had a cost-of-living pay adjustment in at least seven years. Furthermore, it must be recognized that these employees are your constituents who must feed their families while paying for mortgages and other daily needs.

Senator Ed Hooper  
Co-Chair  
Joint Select Committee on  
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The critical contract issues now at impasse and the FNA's latest proposals regarding them are:

1. **Article 25 - Wages**

This bargaining unit has not had a real wage increase for the past seven years. Such a situation is unacceptable by any standards. The FNA proposes a modest 5% across-the-board salary increase in addition to a scaled wage increase (1% to 3%) based on the employees's years of service with the State. The FNA's across-the-board cost-of-living increase falls far short of making amends for the past seven years of salary neglect. The scaled raises for years of service addresses the ills of salary compaction and compression caused by the lack of upward wage mobility for senior employees. The Governor's response is "no" to an across-the-board increase. In return, he offers the possibility of performance and competitive pay adjustments, but only if the Agencies see fit to do so and if they put enough money aside to fund such increases. Thus, he offers no guarantee of any salary improvement in the coming year!

2. **Article 23 - Hours of Work/Compensation Time**

The FNA proposes to reinsert previous contract language addressing work during emergency conditions and disasters. Those provisions previously provided the terms and conditions for the compensation of first-responder efforts during emergencies (e.g.: the manning of shelters before, during and after hurricanes). The State unilaterally removed said language during a previous negotiation impasse procedure. The old provisions worked well by setting forth clear instructions as to whom and when additional compensation would be provided. Without these provisions there has been confusion and unequal application of overtime payments following recent hurricanes. (This situation has forced the FNA to file class grievances; an action wasting time and money which would have been unnecessary under the old contract language.) The FNA maintains its proposal to reinsert the "old" language from prior contracts as Sections 6 & 7 of Article 23. [See: Attachment A.]

3. **Article 26 - Differential Pay**

For years, the FNA has urged the State to increase the amount paid for night shift differential in the state hospitals and residential care facilities. The current \$1.00 per hour is well below the differentials paid in other institutional settings. This situation has caused the State to hire temporary staffing replacements at an even higher cost when situations arise when state employees cannot make themselves available for duty. The current FNA proposal is to raise the differential payment to \$2.00 per hour - an amount still below the comparables but a reasonable improvement.

Senator Ed Hooper  
Co-Chair  
Joint Select Committee on  
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March 5, 2019

Representative Stan McClain  
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As the legislature begins its 2019 session, the FNA urges all members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and the demand for their talent is high, but your employees have shown extreme loyalty to the work demands of their employer: the State of Florida.

Unfortunately, the FNA bargaining team will not be able to appear in person before the Committee on March 11<sup>th</sup> due to the fact that those Nurses had already paid for travel arrangements scheduled later the same week in an effort to visit their legislators. They will attempt to see the Committee members during their outreach excursion to the Capitol.

Whether or not the Governor's budget responds to those needs; the legislature should certainly do so. The FNA thanks the Committee members for their service in such an important capacity which hopefully, in the end, will help create productive results for all concerned: your employees and the citizens of Florida.

Sincerely,



DONALD D. SLESNICK II

#### Attachments

cc: Deborah Hogan, R.N., State Unit President: [capitallass@hotmail.com](mailto:capitallass@hotmail.com)  
John Berry, Director of Labor Relations, FNA: [jberry@floridanurse.org](mailto:jberry@floridanurse.org)  
Michael Mattimore, Esquire, Attorney for DMS: [mmattimore@anblaw.com](mailto:mmattimore@anblaw.com)  
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**The State of Florida**  
**and**  
**Florida Nurses Association, Office and Professional Employees**  
**International Union, Local 713, AFL-CIO**  
**Union Contract Proposals 2018-2019 Reopener**

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

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

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

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

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

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

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

ATTACHMENT "A"  
A-1

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 25: Wages**

**Section 1-** All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2019.

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

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

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

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

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

## **Article 26: Differential Pay**

(A) A shift differential in the amount of **\$2.00** per hour will be paid when the shift begins at 4pm and ends at 7am.

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



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March 8, 2019

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Representative Stan McClain  
402 South Monroe Street  
417 House Office Building  
Tallahassee, FL 32399-1300

Co-Chairmen, Joint Select Committee on Collective Bargaining

Re: Impasse Proposals Submitted by Federation of Physicians and Dentists  
Bargaining Units

Dear Senator Hooper and Representative McClain:

The Federation of Physicians and Dentists (FPD) represents three state-wide bargaining units: attorneys and other professionals through the State Employees Attorneys Guild; physicians through the FPD; and State Non-Professional Supervisors through the Professional Managers and Supervisors Association. The only proposals submitted by these bargaining agents at impasse are identical wage proposals that differ from the wage proposals submitted by the State by including an additional Section 3, which states:

In accordance with the General Appropriations Act of Fiscal Year 2019-2020 a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards in the amount of 5% increase to their base rate of pay.

Senator Ed Hooper  
Representative Stan McClain  
March 8, 2019  
Page Two

The employees in these bargaining units, although rendering faithful and quality service year in and year out, have not received a significant, non-discretionary increase to their base salary that did not include an accompanying increase in retirement contributions, health insurance premiums, or both, in over ten years. The requested 5% increase to those rendering satisfactory service (the overwhelming majority) is necessary to help these employees remain in their jobs and still provide a decent standard of living for their families. This modest increase would also offset to a limited extent the increased cost of living over these many years.

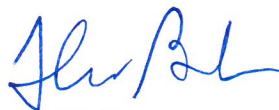
The State has not proposed any increase whatsoever, which is simply not equitable during one of the best economies this century. They deserve placement near the top of this years' budget priorities, not at the bottom. Florida's ranking at or near the bottom of the country in pay for its public servants is not something to be proud of; it is something to be ashamed of, particularly when the state workforce continues to shrink. You simply cannot fairly keep asking these employees to do more work for effectively less and less pay.

Because there are no real negotiations over economic issues with the State (the Governor makes no economic proposals prior to committing himself or herself in the annual budget submission) we are not in a position to provide a more detailed analysis of the State's negotiating position. We submit, however, that there are clearly sufficient funds available to commit to the requested increases and respectfully request that the Legislature do so.

As to the remaining proposals submitted by the State as at impasse, there have been no negotiations because they were only recently submitted to us. The FPD therefore requests that these proposals be rejected in favor of the status quo.

Thank you for the opportunity to inform you of our position.

Respectfully submitted,



Thomas W. Brooks

TWB/dma

## **Article 18 WAGES**

### **SECTION 1 – Pay Provisions - General**

Pay shall be in accordance with the Fiscal Year ~~2018-2019~~ **2019-2020** General Appropriations Act and other provisions of State law.

### **SECTION 2 - Performance Pay**

In accordance with the authority provided in the Fiscal Year ~~2018-2019~~ **2019-2020** General Appropriations Act, contingent on the availability of funds and the Agency's Head's discretion, each agency is authorized to grant merit pay increases based on the employee's ~~exemplary~~ **commendable** performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

### **SECTION 3 - Competitive Pay Adjustments**

In accordance with the General Appropriations Act of Fiscal Year **2019-2020** a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards **in the amount of 5% increase to their base rate of pay.**

## **Article 18**

### **WAGES**

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## **Article 25 WAGES**

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