



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

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

## **Meeting Packet**

Friday, December 4, 2015

1:00 p.m. —3:00 p.m.

Pat Thomas Committee Room, 412 Knott Building

Submitted by DMS



Office of the General Counsel  
4050 Esplanade Way, Suite 160  
Tallahassee, FL 32399-0950  
Tel: 850-487-1082 | Fax: 850-922-6312

Rick Scott, Governor

Chad Poppell, Secretary

December 2, 2015

The Florida Legislature  
Joint Select Committee on Collective Bargaining  
525 Knott Building  
404 South Monroe Street  
Tallahassee, Florida 32399-1300

Re: Impasse of Fiscal Year 2016-2017 Collective Bargaining Negotiations between the State of Florida and Bargaining Agents Representing State Employees

Dear Members:

We have enclosed the materials requested by the Joint Committee on Collective Bargaining in its November 24, 2015, notice of a public hearing scheduled for December 4, 2015. The materials include an overview of the collective bargaining units and union membership, the state's notice of impasse to the Florida Legislature, state and union proposals currently at impasse for each bargaining unit, and the state's costing of the union proposals.

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

Respectfully submitted,

A handwritten signature in black ink that reads 'Michael Mattimore'. The signature is written in a cursive style with a large, stylized initial 'M'.

Michael Mattimore  
Chief Labor Negotiator

MM/jjp

Enclosures

cc: Donna M. Poole, Commissioner, Public Employees Relations Commission  
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott  
Renee Tondee, Policy Coordinator, Office of Policy and Budget  
Chad Poppell, Secretary, Department of Management Services  
Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
Taylor Hatch, Legislative Affairs Director, Department of Management Services



## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

**(Statistics for Represented Employees and Dues-Paying Members as of November 4, 2015)**

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

The Master Contract covers four bargaining units:

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

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

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

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

Includes 47,653 represented employees; 1,369 dues-paying members.

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

Includes 143 physicians and senior physicians in the Selected Exempt Service; 17 dues-paying members. The Agency for Persons with Disabilities, and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice employ members of this unit.

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

Includes 1,224 non-professional supervisory employees in the Selected Exempt Service; 26 dues-paying members. All state agencies except the Florida Commission on Offender Review employ members of this unit.

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

Includes 737 attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar; 7 dues-paying members. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

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

Includes 2,899 professional Career Service employees engaged in direct health care activities; 250 dues-paying members. The Agency for Health Care Administration, the Agency for Persons with Disabilities, and the Departments of Business and Professional Regulation, Corrections, Children and Families, Elder Affairs, Financial Services, Health, Juvenile Justice, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

### **Florida State Fire Service Association – Fire Service Unit**

Includes 582 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 197 dues-paying members. The Agency for Health Care Administration and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs employ members of this unit.

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

Includes 1,183 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 438 dues-paying members. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Financial Services, Law Enforcement, Legal Affairs, the School for the Deaf and Blind, and the Fish & Wildlife Conservation Commission employ members in this unit.

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

Includes 1,679 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 791 dues-paying members.

**Police Benevolent Association – Special Agent Unit**

Includes 247 Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement, whose primary duties involve conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including the investigation of other law enforcement officers; 158 dues-paying members.

**Teamsters Local Union No. 2011 – Security Services Unit**

Includes 17,919 Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance, and control of assigned probationers and parolees; 4,436 dues-paying members. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.





FLORIDA DEPARTMENT of

# management SERVICES

We serve those who serve Florida.

Office of the General Counsel  
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Tallahassee, FL 32399-0950  
Tel: 850-487-1082 | Fax: 850-922-6312

**Rick Scott, Governor**

**Chad Poppell, Secretary**

November 23, 2015

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

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

**Re: Notification of Collective Bargaining Impasse**

Dear President Gardiner and Speaker Crisafulli:

An impasse has occurred in the collective bargaining negotiations between the Governor and the seven employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will submit the list of collective bargaining contract articles on which the parties have not reached agreement on November 25, 2015, in accordance with section 447.403(5), Florida Statutes. As we are continuing negotiations, we plan to reach agreement on additional articles in the coming weeks.

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

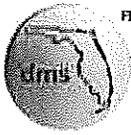
Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/jjp

**cc:** Donna M. Poole, Commissioner, Public Employees Relations Commission  
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott  
Rense Tondee, Policy Coordinator, Office of Policy and Budget  
Chad Poppell, Secretary, Department of Management Services  
Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
Taylor Hatch, Legislative Affairs Director, Department of Management Services  
Collective Bargaining Agent Representatives





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Rick Scott, Governor

Chad Poppell, Secretary

November 25, 2015

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

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

Re: State Collective Bargaining Impasse – Articles at Impasse

Dear President Gardiner and Speaker Crisafulli:

As indicated in our letter of November 23, 2015, an impasse has occurred in the collective bargaining negotiations between the Governor and the seven employee associations representing 13 bargaining units of state employees.

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

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

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

MM/jjp

cc: Donna M. Poole, Commissioner, Public Employees Relations Commission  
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott  
Renee Tondee, Policy Coordinator, Office of Policy and Budget  
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Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
Taylor Hatch, Legislative Affairs Director, Department of Management Services  
Collective Bargaining Agent Representatives

**Florida Nurses Association – Professional Health Care Unit  
Negotiations for 2016-2017 Reopener Agreement**

The State of Florida and the Florida Nurses Association have not yet reached agreement on the following articles in their negotiations for a 2016-2017 reopener Professional Health Care collective bargaining agreement:

**Articles at Impasse as of November 25, 2015**

- 5 – Employee Representation and Association Activities
- 6 – Grievance Procedure
- 7 – Disciplinary Action
- 22 – Disability Leave
- 23 – Hours of Work/Compensatory Time
- 24 – On-Call Assignment
- 25 – Wages
- 27 – Insurance Benefits

**Police Benevolent Association – Florida Highway Patrol Unit  
Negotiations for 2016-2017 Agreement**

The State of Florida and the Police Benevolent Association have not yet reached agreement on the following articles in their negotiations for a 2016-2017 Florida Highway Patrol successor collective bargaining agreement:

**Articles at Impasse as of November 25, 2015**

- 5 – Employee Representation and PBA Activities
- 6 – Grievance Procedure
- 18 – Hours of Work, Leave and Job-Connected Disability
- 25 – Wages
- 27 – Insurance Benefits

November 25, 2015

**Police Benevolent Association – Special Agent Bargaining Unit  
Negotiations for 2016-2017 Agreement**

The State of Florida and the Police Benevolent Association have not yet reached agreement on the following articles in their negotiations for a 2016-2017 Special Agent successor collective bargaining agreement:

**Articles at Impasse as of November 25, 2015**

- 5 – Employee Representation and PBA Activities
- 6 – Grievance Procedure
- 18 – Hours of Work, Leave and Job-Connected Disability
- 25 – Wages
- 27 – Insurance Benefits

November 25, 2015

**The Federation of Physicians and Dentists, Selected Exempt Service - Supervisory Non-Professional Unit**

**Negotiations for 2016-2017 Agreement**

The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service Supervisory Non-Professional Unit have not reached agreement in their negotiations for a 2016-2017 successor collective bargaining agreement.

**Articles at Impasse as of November 25, 2015**

The collective bargaining agreement is at impasse. We will, however, be agreeing on a number of status quo articles in the near future which will then be resolved and no longer at impasse. An updated list will be provided as soon as that agreement is reached.

November 25, 2015

**The Federation of Physicians and Dentists, Selected Exempt Service - Attorneys Unit  
Negotiations for 2016-2017 Agreement**

The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service Attorneys Unit have not reached agreement in their negotiations for a 2016-2017 successor collective bargaining agreement.

**Articles at Impasse as of November 25, 2015**

The collective bargaining agreement is at impasse. We will, however, be agreeing on a number of status quo articles in the near future which will then be resolved and no longer at impasse. An updated list will be provided as soon as that agreement is reached.

November 25, 2015

**AFSCME Florida Council 79**  
**Human Services, Professional, Operational Services, and Administrative and Clerical Units**  
**State Personnel System**

**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of December 1, 2015**  
**Fiscal Year 2016-17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
**Shaded = Closed/Tentatively Agreed**

**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
1 – Recognition	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was T A'd and signed
2 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was T A'd and signed
3 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was T A'd and signed
4 – No Discrimination	State Proposal as of 12/01/15: Status Quo 15	No proposal as of 12/01/15	12/01/15 Article was T A'd and signed
5 – Union Activities and Employee Representation	State Proposal as of 12/01/15: Status Quo	Union Proposal as of 10/ 19/15: Section 2- Designation of Employee Representation Add section 2(B) (4) No intimidation, coercion, harassment, or reprisal of a shop steward.  A shop steward will not be used as an example to threaten other shop stewards or employees.	
6 – Grievance Procedure	State Proposal of 12/01/15: Section 3(F)(1) – New language: The grievance shall include all documentation in support of the grievance and the grievance form must be completed in its entirety.	Section 6- Representative Access Add new Section 6(C) – Provide Union Representatives access to new employees during new employee orientation.  No proposal as of 12/01/15	12/01/15 Article was T A'd and signed  This ensures consistency at each step of the grievance process and requires the union representative or employee to articulate the exact reason for the grievance as well as the

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**Articles at Impasse: 5, 25 and New Union Article Proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure (continued)	<p>Section 3(E) (2) - The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, and all responses and documentation in support of the grievance and the grievance form must be completed in its entirety.</p> <p>Section (3)(G)(2)(a) – New language</p> <p>The grievance form must be completed in its entirety.</p> <p>Section 3(G)(3)(a) New language: When the grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form in Appendix B, of this contract setting forth the complete facts on which the grievance is based, the specific provisions of the contract allegedly violated, and the requested relief.</p> <p>The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Step 1 response, and all written documentation supporting the grievance.</p> <p>The grievance form must be completed in its entirety.</p>		requested relief.

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Article	State Proposals	Union Proposals	Comments
<p>6 – Grievance Procedure (continued)</p>	<p>Section 3(G)(4)(a) New language: The grievance initiated at Step 3 shall be filed on the grievance form in Appendix B of this Contract, setting forth the complete facts on which the grievance is based, the specific provisions allegedly violated, and the requested relief. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documentation supporting the grievance. The grievance form must be completed in its entirety.</p> <p>Section 5- Exceptions: New language. When a grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form in Appendix B, of this contract setting forth the complete facts on which the grievance is based, the specific provisions of the contract allegedly violated, and the requested relief. The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Step 1 response, and all written documentation supporting the grievance. The grievance form must be completed in its entirety.</p>		

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**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
7 – Discipline	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
8 – Workforce Reduction	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
9 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
10 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
11 – Classification Review	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
12 – Personnel Records	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
13 – Health and Safety	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
14 – Performance Review	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
15 – Length of Service Preference	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
16 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
17 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed

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Article	State Proposals	Union Proposals	Comments
18 – Leaves of Absence, Hours of Work, Disability Leave	<p>State Proposal of October 19, 2015:</p> <p>Section 5- Disability Leave                      The State proposes to revise current language to clearly articulate the process for using Disability Leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p> <p>Section 6 – Special Compensatory Leave                      The State proposes to revise current language concerning the general use of special compensatory leave credits.                      Section 6(D)(1) Employees will be compelled to first use Special Compensatory Leave credits in lieu of Annual Leave or Regular Compensatory Leave credits unless leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA or both</p>	<p>Union Proposal of October 19, 2015:</p> <p>Section (2)(D) – Requires management to approve an employee's leave request within 2 weeks of the request.</p> <p>Section (6)(2)(C)(1) – Special Compensatory Leave – Change “forfeited” to “paid to the employee”</p> <p>Section (6)(2)(C) (2)- Change “forfeited” to “paid to the employee”</p> <p>Section (6)(2)(C) (4)- Delete complete section.</p> <p>All other sections remain unchanged</p>	<p>12/01/15 Article was TA'd and signed</p> <p>State's proposal has no substantive effect on current policies and procedures.</p> <p>The State's proposal brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave.</p> <p>12/01/15                      Costing Estimate to pay out unused SC leave instead of forfeiture \$886,943                      Calculated by DMS by looking at bi-annual special compensatory leave forfeitures and average rate of pay.</p>
19 – Replacement of Personal Property	<p>State Proposal as of 12/01/15:                      Status Quo</p>	<p>No proposal as of 12/01/15</p>	<p>12/01/15 Article was TA'd and signed</p>
20 – Training	<p>State Proposal as of 12/01/15:                      Status Quo</p>	<p>No proposal as of 12/01/15</p>	<p>12/01/15 Article was TA'd and signed</p>

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**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
21 – Compensation for Temporary Special Duty in a Higher Position	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
22 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
23 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
24 – On-Call Assignment and Call Back	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
25 – Wages	<p>State Proposal of 11/23/15: SECTION 1 – Pay Provisions – General Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.</p> <p>SECTION 2 – Discretionary Performance Based Awards - The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 –</p>	<p>Union Proposal of October 19, 2015: Section 1 – Proposes a 3.5% Cost of Living Pay adjustment for full-time eligible employees effective 07/01/2016. All other sections remain unchanged.</p>	<p>11/25/15 Costing Estimate to provide a 3.5% COLA: \$68.6 Million Calculation is based on a 3.5% increase on filled positions including benefits (52,913 FTE). LAS/PBS October 2015 data was the source for the calculation.</p>

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**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
<p>25 – Wages (continued)</p>	<p>Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.</p>		
	<p>SECTION 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the Fiscal Year 2016-2017 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.</p>		
	<p>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.</p>		

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**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

Article	State Proposals	Union Proposals	Comments
25 – Wages (continued)	<p>SECTION 5 – Performance Pay - In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>		
26 – Quality Service Through Partnership	<p>SECTION 6 – Discretionary Competitive Pay Adjustments - In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>	No proposal as of 12/01/15	12/01/15 Article was T A `d and signed
27 – Health Insurance	<p>State Proposal of 11/23/15: The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017.</p>	No proposal as of 12/01/15	12/01/15 Article was T A `d and signed

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**Articles at Impasse: 5, 25 and New Union Article proposals - Labor Management Collaboration and Health Cost Containment Committee**

<b>Article</b>	<b>State Proposals</b>	<b>Union Proposals</b>	<b>Comments</b>
28 – Travel Expenses	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
29 – No Strike	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
30 – Vacant	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
31 – Management Rights	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
33 – Savings Clause	State Proposal as of 12/01/15: Status Quo	No proposal as of 12/01/15	12/01/15 Article was TA'd and signed
New Article		<p>Union Proposal of October 19, 2015:                      Labor Management Collaboration                      Proposes creation of a 10 member team consisting of 5 Union and 5 management members who will meet quarterly to discuss personnel policies, practices, and working conditions.</p>	
New Article		<p>Union Proposal of October 19, 2015:                      Health Cost Containment Committee                      The Department of Management Services and the Union will create a Health Care Cost Containment Committee and savings generated by AFSCME CBU members will benefit the CBU members.</p>	<p>11/25/15                      Costing Estimate:                      Indeterminate</p>



## ARTICLE 5

### UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

#### SECTION 2 - Designation of Employee Representatives

##### Add to SECTION 2 (B)

**(4) No Shop Steward will be subject to intimidation, coercion, harassment, or reprisal; nor will a shop steward be used as an example to threaten other shop stewards or employees.**

##### Add to SECTION 6 - Representative Access

- C. **Local Union Representatives shall have access to new employees during the new employee's orientation period.**



## ARTICLE 25 – WAGES

### SECTION 1– General Wage Increase for Fiscal Year 2016-17

Effective July 1, 2016, full-time eligible employees shall receive a Cost of Living pay adjustment (COLA) of 3.5%.

ALL OTHER SECTIONS OF THIS ARTICLE TO REMAIN UNCHANGED

**Article 25  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

**For AFSCME Florida Council 79**

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

\_\_\_\_\_  
Andre Madtes  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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

\_\_\_\_\_  
Date

**For AFSCME Florida Council 79**

\_\_\_\_\_  
Andre Madtes  
Executive Director

\_\_\_\_\_  
Date



## NEW ARTICLE

### Labor Management Collaboration

#### **Section 1: Purpose**

- A. Labor-Management Collaboration (LMC) involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management. LMC functions as an integral part of the labor-management relationship in creating a conducive and supportive work environment, promoting morale, and disseminating information.
- B. Management and AFSCME are encouraged to support collaborative relationships that will renew their efforts in improving services to the public and providing a positive work environment for employees.

#### **Section 2: Scope**

- A. The scope of LMC may include issues raised by either party regarding personnel policies, practices, and working conditions.
- B. The LMC will meet on a quarterly basis at the request of either party. The party requesting such a meeting shall forward an agenda with questions or issues to be presented for discussion.
- C. The LMC shall consist of 10 members; 5 appointed by the Union and 5 appointed by Department of Management Services (DMS). Union representatives will be allowed to attend the meetings without loss of compensation
- D. The LMC will meet at a mutually agreed upon place and time by the Union's Executive Director and DMS' Director.
- E. Management recognizes that by participating in LMC activities, AFSCME does not waive its right to request formal negotiations.



## **NEW ARTICLE**

### **Health Cost Containment Committee**

The Department of Management Services and the Union will create a Health Care Cost Containment Committee. All savings generated from AFSCME bargaining unit members as a result of implementation of cost containment measures shall be used to benefit bargaining unit members.

**AFSCME Unit CBU 01,02,03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<b>Article 18 (6):</b> Provides for unused Special Compensatory leave credits shall be paid to the employee instead of forfeited.	\$886,943	Calculated by DMS by looking at bi-annual special compensatory leave forfeitures and average rate of pay.
<b>Article 25(1):</b> Provides effective July 1, 2016, full-time eligible employees shall receive a cost of living adjustment of 3.5%.	\$68.6 M	Calculation is based on a 3.5% increase on filled positions including benefits (52,913 FTE). LAS/PBS October 2015 data was the source for the calculation.
<b>New Article:</b> Provides DMS and the union will create a Health Care Cost Containment committee.	Indeterminate	

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Article	State Proposal	Union Proposal	Comments
5 – Employee Representation and Association Activities	No Proposal as of 11/23/15	<u>Association Proposal of 10/21/15:</u> New Section 6 – Orientation – The Association proposes that where the State/agencies provide a general orientation program for new employees, the Association will have access to employees by providing a letter/fact sheet with information about the Association and Local 713 along with Association contact information. The letter/fact sheet will be prepared by the FNA and approved by the State prior to use. If an Association representative is available, they will be given the opportunity to address the orientation session.	A sample letter/fact sheet will be provided by the Association for review and consideration.
6 – Grievance Procedure	<u>State Proposal of 10/21/15:</u> Section 3(F)(2) – The use of the official grievance form (Appendix B of the Agreement), has been included at each step of the grievance procedure. The Association must complete and file the grievance form at each step of the process. The grievance shall include a copy of the grievance form submitted at each step, together with the written response and documents in support of the grievance.	No Proposal as of 11/23/15	This revision ensures consistency at each step of the grievance procedure and requires the Association representative or employee to articulate the exact reason for the grievance as well as the requested relief.

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Article	State Proposal	Union Proposal	Comments
7 – Disciplinary Action	No Proposal as of 11/23/15	<p>Association Proposal of 10/21/15:  Section (A)(1) – The Association proposes that an oral reprimand will be rescinded if the employee is not disciplined for the same offense within the succeeding 12 months.</p> <p>Section (A)(2) – A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense within the succeeding 24 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.</p>	
22 – Disability Leave	<p><u>State Proposal of 10/21/15:</u>  The State proposes to revise current language to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p>	No Proposal as of 11/23/15	State's proposal has no substantive change to language.
23 – Hours of Work/Compensatory Time	<p><u>State Proposal of 10/21/15:</u>  Section 5(D) – The State proposes to revise language concerning the general use of special compensatory leave credits.</p> <p>Section 5(D)(1) – Employees will be compelled to first use Special Compensatory Leave credits in lieu of Annual Leave or Regular Compensatory</p>	No Proposal as of 11/23/15	Brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave.

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Article	State Proposal	Union Proposal	Comments
23 – Hours of Work/Compensatory Time (continued)	<p>Leave credits unless 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.</p> <p>No Proposal as of 11/23/15</p>		
24 – On-Call Assignment		<p><u>Association Proposal of 10/21/15:</u>                      The Association proposes an increase in On-Call pay from \$1.00/hour to \$3.00/hour.</p>	<p><u>Cost of FNA Proposal:</u>                      \$574,649</p> <p>The amount was calculated by using data in the People First System based on the number of on-call hours for FY 14-15. The estimate assumes that employees would be on-call similar hours each fiscal year at a rate of \$3.00 per hour.</p>
25 – Wages	<p><u>State Proposal as of 11/23/15:</u></p> <p>Section 1 – Pay Provisions – General Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 16-17 GAA and other provisions of state law.</p>	<p><u>Association Proposal of 10/21/15:</u>                      The Association proposes that each bargaining unit employee receive a cost of living increase of 4.5% effective July 1, 2016.</p> <p>The Association also proposes recurring salary range adjustments for unit positions using the following formulas:</p>	<p><u>Cost of FNA Proposal:</u>                      A 4.5% competitive pay adjustment for filled positions effective July 1, 2016. LAS/PBS was the source used for the calculation (Oct 2015):                      \$9.3 Million</p>

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Article	State Proposal	Union Proposal	Comments
<p>25 – Wages (continued)</p>	<p>Section 2 – Discretionary Performance Based Awards - The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 16-17 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the FY 16-17 GAA.</p> <p>Section 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the FY 16-17 GAA, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a</p>	<ul style="list-style-type: none"> <li>• Raise the minimum salary for RN classes to \$40,000.</li> <li>• Raise the minimum salary for ARNP and Clinical Associates classes to \$70,000.</li> <li>• Raise the minimum salary for Pharmacists to \$80,000.</li> <li>• Raise the minimum salary for Senior Public Health Nutritionist, Public Health Nutritionist Supervisor, Senior Public Health Nutritionists Supervisor, and Nutrition Educators to \$40,000.</li> <li>• Raise the minimum salary for Dentist to \$100,000 and Sr. Dentist to \$110,000.</li> <li>• Raise the minimum salary for Behavioral Specialists to \$40,000.</li> </ul>	<p><u>Cost of FNA Recurring Salary Range Adjustments:</u></p> <p>\$2.5 Million</p> <p>The amount was calculated by using data in the People First System based on FTE filled positions including retirement and FICA.</p> <p>Registered Nurses \$291,069</p> <p>ARNP/Clinical Associates \$204,572</p> <p>Pharmacists \$21,178</p> <p>Nutritionists \$1,798,671</p> <p>Dentist \$25,102</p> <p>Sr. Dentist \$60,919</p> <p>Behavioral Specialists \$110,358</p> <p>Costing prepared by OPB.</p>

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Article	State Proposal	Union Proposal	Comments
<p>25 – Wages (continued)</p>	<p>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.</p> <p>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), F.S.</p> <p>Section 5 – Performance Pay - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>		

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>Section 6 – Discretionary Competitive Pay Adjustments -</p> <p>In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		
27 – Insurance Benefits	<p><u>Union Proposal as of 11/23/15:</u></p> <p>The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for FY 16-17.</p>	<p><u>Association Proposal of 10/21/15:</u></p> <p>New Paragraph Proposed – The Association proposes that the benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan remain unchanged for FY 16-17.</p>	Tentatively agreed to and signed State's proposal on 12/1/15.
32 – Management Rights	<p><u>No Proposal as of 11/25/15:</u></p> <p>Status Quo</p>	<p><u>Association Proposal of 10/21/15:</u></p> <p>The Association proposes the following change to the Management Right Clause – The Association agrees that the state has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. <u>Employees, as well as management, will be bound by the states/agencies/department's rules, policies, and procedures.</u></p>	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the grievant or the Association shall elect at the outset which procedure is to be used and the election

**For the State**

**For the FNA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

shall be binding on the grievant or the Association. In the case of a duplicate filing, the action first filed will be the one processed.

(B) A grievant who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether the grievant is represented by the Association. When a grievant has elected Association representation, both the grievant and the Association Representative shall be notified of Step 1 meetings. Further, written communication concerning the grievance or its resolution shall be sent to both the grievant and the Association Grievance Representative, and the decision agreed to by the state and the Association shall be binding on the grievant. Where Association representation is authorized as provided in this Agreement and is requested by a grievant, the grievant's representative shall be selected from the list of Association Grievance Representatives or Association Staff Representatives which has been provided to the state in accordance with Article 5 of this Agreement.

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

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

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

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Date

(4) An Association Grievance Representative selected to represent an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(5) An employee who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Step 1 grievance meeting. Upon agreement by the agency and the Association, the grievant or designated spokesperson may not be required to attend the meeting.

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

### **SECTION 3 – Procedures**

(A) Grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s). Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery. If sent via electronic facsimile, the burden shall be on the sending party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

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

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

(D) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the Association or the state in other cases.

**For the State**

**For the FNA**

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

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Don Slesnick  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

(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.

**(1) Step 1**

(a) In filing a grievance at Step 1, the grievant or her designated representative shall submit to the Step 1 management representative within 15 days following the occurrence of the event giving rise to the grievance a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 10 days following the date of the meeting.

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it-the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as a grievance filed at Step 1.

(b) The Agency Head or designee may meet with the grievant and/or designated representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or the grievant's designated representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievance form must contain the same information as a grievance filed at Step 1 and 2.

(b) The Department of Management Services shall discuss the grievance with the Association representative, or the grievant or representative if not represented by the Association. The Secretary of the Department of Management Services shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

**(4) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(b) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(5) Step 4 – Arbitration**

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the Association Staff Representative may appeal the grievance in writing to arbitration on a Request for Arbitration form as contained in Appendix

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the Association may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement. If, at the initial written step, the Association declined to represent the grievant because she was not a member of the Association, the grievant may appeal the grievance to arbitration.

(b) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall 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.

(c) The arbitrator shall be one person from a panel of five arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator schedule the arbitration hearing with the state and Association representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(d) The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, the location of witnesses, existence of appropriate facilities, and other relevant factors; however under normal circumstances, hearings will be held in Tallahassee.

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

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(f) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators, (see (5)(c) above) who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(c) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

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

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

5. The arbitrator is to consider the facts and circumstances related to the act or omission on which a disciplinary action is based, as well as the period over which any

**For the State**

**For the FNA**

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prior discipline of the employee has taken place, in determining the level of discipline to be imposed.

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

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

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

7. 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 their regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5)(b), above, whichever is later, and the rescheduled date.

(h) The fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract including state travel expense rules and policies.

**For the State**

**For the FNA**

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Date

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Date

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

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

#### **SECTION 4 – Time Limits**

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

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant, or the Association where appropriate, to proceed to the next step.

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

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

#### **SECTION 5 – Exceptions**

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

**For the State**

**For the FNA**

\_\_\_\_\_  
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Date

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

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

(2) The Association shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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**Article 22**  
**DISABILITY LEAVE**

**SECTION 1 – Disability Leave with Pay**

~~(A) An employee who sustains a job-related disability and who is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code, shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave, under Rule 60L-34. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Rule 60L-34.~~

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

~~(BC) Where the employee has not had continuous state service necessary to accumulate 100 hours of sick leave credits, that employee would be eligible upon having exhausted the leave the employee had accumulated, providing the injury results from an act of violence inflicted by another person while engaged in health care duties or an assault under riot conditions. 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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.~~

(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 health care duties or from an assault under riot conditions and

**For the State**

**For the FNA**

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

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Negotiator, Florida Nurses Association

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Date

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Date

has exhausted all the employee's accrued leave when such leave usage amounts to fewer than 100 hours.

**SECTION 2 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under the Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform her normal duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Secretary of the Department of Management Services shall be final and binding on all parties.

**For the State**

**For the FNA**

\_\_\_\_\_  
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Negotiator, Florida Nurses Association

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

**SECTION 1 – Workweek/Compensatory Time**

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

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

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an agency established extended work period will earn regular compensatory leave credits on an hour-for-hour basis. In accordance with the provisions of Rule 60L-34.0043(5), Florida Administrative Code, and an agency’s approved Regular Compensatory Leave Payment Plan, excluded employees who are directed to work hours in excess of the regular work period or an approved extended work period due to extraordinary circumstances may be paid for the excess hours worked provided funds are available for such payment. The excess hours worked shall be rounded to the nearest quarter hour based on the actual time the employee was required to work.

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

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any increments if agreed to by the employee and the supervisor. If agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30, or other dates approved by the Department of

**For the State**

**For the FNA**

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

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Management Services, shall be paid for at the employee's regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused "FLSA compensatory leave" in accordance with the above.

**SECTION 2 – Rest Periods**

Whenever practicable, employees' daily work schedules will provide for a 15 minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The state, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

**SECTION 3 – Flextime**

A full-time employee may request approval of a variable work schedule under an agency's family support personnel policies. If the employee requests a regular schedule of more or less than an eight hour workday, approval may be requested in accordance with the provisions of Rule 60L-34, Florida Administrative Code.

**SECTION 4 – Work Schedule**

(A) Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on applicable bulletin boards no less than 10 calendar days in advance and will reflect at least a one month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the state, employees may mutually agree to exchange days or shifts on a temporary basis.

(B) (1) The state will make a good faith effort to equalize required shift rotation and weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(2) When an employee's shift has been changed, the state will make a good faith effort to schedule the employee to be off work for a minimum of two shifts.

(3) Except in emergencies, employees will not be required to work more than two different shifts in a workweek.

**For the State**

**For the FNA**

\_\_\_\_\_  
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- (4) The state will attempt to grant at least two weekends off per month.

**SECTION 5 – Special Compensatory Leave**

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

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

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

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

(1) Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.

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

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

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

**For the State**

**For the FNA**

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Negotiator, Florida Nurses Association

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

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

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

~~(D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued. General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.~~

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

(a) Regular compensatory leave credits.

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

**For the State**

**For the FNA**

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State's Chief Labor Negotiator

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Don Slesnick  
Negotiator, Florida Nurses Association

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**Article 25  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

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

**For the State**

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**SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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Negotiator, Florida Nurses Association

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**Article 27**  
**INSURANCE BENEFITS**

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.

**For the State**

**For the FNA**

\_\_\_\_\_  
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Date

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Date



**Proposals for Professional Health Care Unit  
2015-2016 Re-Opener  
Presented October 21, 2015**

Florida Nurses Association ("FNA" or "Association") is concerned that all state agencies are faced with providing required services with limited resources, including staff. We continue to hear that agencies are unable to recruit and retain highly skilled, professional employees at a time when the demand for services continues to increase. The biggest factor in the inability to hire is the low salaries that the agencies offer, compounded by the fact that state employee benefits are being reduced or eliminated and that state employees have only had one raise in 8 years. There also remains significant and growing inequities among certain classifications of employees. While our salary and other proposals, described below, do not achieve the competitiveness we believe is necessary, we believe our proposals are reasonable and necessary for the agencies to continue to deliver the quality level of health care services that the citizens and the wards of the state deserve. Thus, FNA's proposals are as follows:

**Article 5 - EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES**

Add a new Section 6 – Orientation. Sections following new Section 6 would be renumbered.

Where the state provides a general orientation program for new employees, orientation for employees covered by this contract shall include a letter/fact sheet with information about the Association and Local 713 along with contact information for Professional Health Care Unit officers and FNA staff. The letter/fact sheet will be prepared by the Association and reviewed and approved by the state. An Association representative, if available, will be given the opportunity to address the orientation session.

**Article 7 – DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in her current position may be disciplined only for just cause pursuant to section 110.227, Florida Statutes.

(1) An oral reprimand will be rescinded if the employee is not disciplined for the same offense during the succeeding twelve months.

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

**Article 24 – ON-CALL ASSIGNMENT**

Increase On-Call Pay from \$1.00/hour to \$3.00/hour.

### **Article 25 – WAGES**

Each employee in the bargaining unit shall receive a cost of living increase of 4.5% effective July 1, 2016.

### **Article 25 – WAGES**

The Association proposes recurring salary range adjustments for unit positions utilizing the following formulas:

- Raise the minimum salary for RN classes to \$40,000.
- Raise the minimum salary for ARNP and Clinical Associates classes to \$70,000.
- Raise the minimum salary for Pharmacists to \$80,000.
- Raise the minimum salary for Senior Public Health Nutritionist, Public Health Nutritionist Supervisor, Senior Public Health Nutritionists Supervisor, and Nutrition Educators to \$40,000.
- Raise the minimum salary for Dentist to \$100,000 and Sr. Dentist to \$110,000.
- Raise the minimum salary for Behavioral Specialists to \$40,000.

### **Article 27 – INSURANCE BENEFITS**

Add a new paragraph as follows:

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017.

### **Article 32 – Management Rights**

The Association agrees that the state has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Employees, as well as management, will be bound by the state's/agencies'/departments' rules, policies, and procedures.

The Association reserves the right to make formal proposals, counter proposals, and/or modified counter proposals.

**State Health Care Professional Collective Bargaining Unit - FNA (04)  
Fiscal Year 2016-17 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 24:</b> Increase on-call pay from \$1.00/hr to \$3.00/hr	\$574,649	The amount was calculated by using data in the People First System based on the number of on-call hours for Fiscal Year 2014-2015. The estimate assumes that employees would work similar hours each fiscal year and at a rate of \$3.00 per hour.
<b>Article 25 (1):</b> Effective July 1, 2016, 4.5% Cost of Living Increase	\$9.3m	A 4.5% competitive pay adjustment for filled positions effective July 1, 2016. LAS/PBS was the source used for the calculation (Oct 2015). Costing prepared by OPB.
<b>Article 25 (2):</b> Provides for salary range adjustments for unit positions: RN classes to \$40,000; ARNP and Clinical Associates to \$70,000; Pharmacists to \$80,000; Nutritionists to \$40,000; Dentists to \$100,000; Sr. Dentist to \$110,000 and Behavioral Specialists to \$40,000	\$2.5m	The amount was calculated by using data in the People First System based on full time filled positions including retirement and FICA. Registered Nurses \$291,069 ARNP/Clinical Associates \$204,572 Pharmacists \$21,178 Nutritionists \$1,798,671 Dentist \$25,102 Sr. Dentist \$60,919 Behavioral Specialists \$110,358 Costing prepared by OPB.
<b>Article 27:</b> Adds a paragraph that states health insurance benefits (and employee contributions for benefits) shall remain unchanged.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2016-2017 maintains benefits at the status quo for the bargaining unit.

**Florida State Fire Service Association  
 Fire Service Unit – State Personnel System  
 Current One-Year Agreement Expires June 30, 2016  
 Status of Collective Bargaining Negotiations as of November 30, 2015  
 Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation  
 Shaded = Closed/Tentatively Agreed  
 Impasse Articles: 5, 9, 23, 24, 25, 26, 27**

Article	State Proposal	Union Proposal	Comments
1 – Recognition	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
2 – Gender Reference	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
3 – Vacant	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
4 – No Discrimination	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
5 – Representation Rights	<p>State's Proposal of 11/30/15:                      Article 5                      REPRESENTATION RIGHTS AND                      FSFSA ACTIVITIES</p> <p>SECTION 10 – Access to Basic Fire Control Training Class (NEW)                      When the Florida Forest Service conducts a Basic Fire Control Training course, the FSFSA will be permitted a 15-minute presentation to address participants. Attendance by the participants shall be voluntary. The FSFSA may issue each participant a copy of the current Florida State Fire Service Association collective bargaining Agreement and discuss its provisions and programs available through the FSFSA. Such presentation shall be held after the conclusion of training activities on one day during the first three weeks of the course and at a date and time specified by the Florida Forest Service. The Florida Forest Service will notify the FSFSA at least 14 days in advance of the date on which the presentation is scheduled.</p>	<p>Association proposal of October 20, 2015:                      New Section 10 – Union proposes that where the agencies operate their own academies and conduct entry level firefighter training, the FSFSA will be notified and the parties will determine the date and time the FSFSA will be granted Academy access. A representative of the FSFSA, accompanied by a representative of the agency, will be permitted to address each entry-level firefighter class during class time, to make available to each recruit a copy of the current FSFSA agreement, to discuss the provisions of that agreement, and to describe the organization and benefits. The presentations will not last longer than 30 minutes, unless a longer period is agreed to by the FSFSA and the Agency, and may be made only once per class at a time selected in advance by the FSFSA, the representative of the agency, and the agency head or designee.</p>	<p>The State's proposal provides the Association access to participants during BFCT.</p> <p>The language proposed by the Association is similar to language in Article 5, <i>Employee Representation and PBA Activities</i>, Section 11 of the PBA's FHP agreement</p>

**Florida State Fire Service Association**  
**Fire Service Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining Negotiations as of November 30, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
*Impasse Articles: 5, 9, 23, 24, 25, 26, 27*

Article	State Proposal	Union Proposal	Comments
5 – Representation Rights (continued)	<p>State's Proposal of November 17, 2015:                      New language was added that allows <b>FSFSA to make a 15-minute presentation</b> to participants at the Basic Fire Control Training Course.                      The Florida Forest Service will notify the FSFSA at least 14 days in advance of the date the presentation is scheduled.</p>		
6 – Grievance Procedure	<p>State Proposal of November 17, 2015:                      Section 3(H)(2)(a) –                      Added language to allow the FSFSA grievant representative to appeal a grievance on the grievance form (Appendix B of the Agreement).</p> <p>The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 along with the written response and documents in support of the grievance. The grievance form must be completed in its entirety.</p> <p>Section (3)(H)(3)(a)- Contract Language Disputes:                      New language- The grievance shall include a copy of the grievance form submitted at Steps 1 and 2 together with all written responses and documentation in support of the grievance. The grievance form must be completed in its entirety.</p>	<p>No proposal as of November 17, 2015</p>	<p>11/17/15 FSFSA agreed to proposal. Pending signatures.</p> <p>This provision ensures consistency across contracts at each step of the grievance procedure and requires the Association representative or employee to articulate the exact reason for the grievance as well as the requested remedy.</p>

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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>State Proposal as of October 20, 2015: Section 3(H)(2)(a) – The use of the official grievance form (Appendix B of the Agreement), has been included at each step of the grievance procedure. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documents in support of the grievance.</p>		
7 – Disciplinary Action	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	T A'd
8 – Workforce Reductions	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	T A'd
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions	<p>State's Proposal of 11/30/15:  <del>VOLUNTARY</del> REASSIGNMENT,            LATERAL ACTION, TRANSFER, AND            CHANGE IN DUTY STATION; AND            PROMOTIONS</p> <p>Employees who have attained permanent status in their current position and who meet all eligibility requirements shall have the opportunity to request reassignment, lateral action, transfer, or change in duty station to vacant positions within their respective agencies and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.</p>	<p>Union Proposal of October 20, 2015: Section 10 – proposes addition of a new section entitled <b>Promotions Outside the Unit</b>. The state will make a good faith effort to fill vacant supervisory positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.</p> <p>FSFSA submitted a revised Article 9 with Section 10 changed to Section 7. The language in the proposed article did not change.</p>	<p>The language proposed by the Association is similar to language in Article 9, <i>Promotions Outside the Unit</i>, Section 9 of the PBA's FHP agreement.</p>

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Article	State Proposal	Union Proposal	Comments
<p>9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions (cont'd)</p>	<p>SECTION 1 – Definitions</p> <p>D) “Reassignment” shall mean the moving of an employee: <del>from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary</del></p> <p>(1) to a position in the same broadband level and same maximum salary but with different duties;</p> <p>(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or</p> <p>(3) to a position in a different broadband level having the same maximum salary.</p> <p>Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.</p>		

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Article	State Proposal	Union Proposal	Comments
	<p>(E) "Lateral action" shall mean the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities.</p> <p>Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.</p> <p>SECTION 2 – Procedures</p> <p>(A) An employee who has satisfactorily completed at least a one-year probationary period attained permanent status in his current position may apply for request a reassignment, lateral action, transfer, change in duty station, or promotion on the appropriate Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form (supplied by the agency). Such requests shall indicate the broadband level(s), county(ies), duty station(s), and/or shift(s) to which the employee would like to be reassigned, transferred,</p>		

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	<p>or-promoted assigned. When the employee requests a reassignment to a different position in a different broadband level, or a promotion, a State of Florida Employment Application Form must be completed and sent with the request form.</p> <p>(B) An employee may submit a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.</p> <p>(C) All Request for Reassignment, Transfer, Change in Duty Station, and Promotion Forms shall be submitted to the agency head or designee who shall be responsible for furnishing a copy of each request to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, lateral action, transfer, change in duty station, or promotion.</p>		

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	<p>(D) Except where a vacancy position is filled by demotion, or where <del>reassignment, lateral action, transfer, or change in duty station, or promotion</del> is not in the best interests of the agency, the management representative having hiring authority for <del>that vacancy</del> the position shall give first consideration to those employees who have submitted a Request for Reassignment, Transfer, <del>Change in Duty Station, and Promotion</del> Form; provided, however, that employees whose requests for <del>reassignment</del> are not submitted by the first day of the month shall not be considered for vacancies which occur during that month.</p>		
	<p>(E) The hiring authority shall normally fill a <del>permanent vacancy</del> position with the <del>applicant</del> employee who has the greatest length of service in the broadband level and who has a Request Form on file for the vacancy. The parties agree, however, that other factors, such as the employee's work history and agency needs, will be taken into consideration in making the decision as to whether the <del>applicant</del> employee with the greatest length of service in the broadband level will be placed in the vacant position.</p>		

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	<p>(F) If the applicant employee with the greatest length of service in the broadband level is not selected for the vacant position, all applicants employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision.</p> <p>(G) When an employee has been reassigned, transferred, or promoted, or had his duty station changed accepted a reassignment, lateral action, transfer, change in duty station, or promotion pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station, and Promotion Forms from that employee shall be canceled, and the employee will not be eligible to file another request for a period of 12 months following the appointment. No other Request may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion. If an employee declines an offer of reassignment, lateral action, transfer, change in duty station, or</p>		

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	<p>promotion pursuant to a request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to resubmit that file another request for a period of twelve (12) months from the date the employee declined the offer.</p>		
	<p>(H) If a Florida Forest Service position is not filled by demotion or by an employee with a Request Form on file, the hiring authority for the position shall give first consideration to Florida Forest Service employees who apply for the position in response to a Job Opportunity Announcement. The parties agree, however, that the employee's work history and agency needs will be taken into consideration when making the hiring decision for the position.</p>		
	<p>SECTION 3 – Involuntary Reassignment, Lateral Action, Transfer, or Change in Duty Station</p>		
	<p>Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, lateral action, transfer, or change in duty station of any employee according to the</p>		

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	<p>needs of the agency; however, the agency will make a good faith effort to take such <b>action only when dictated by the needs of the agency</b>, and in each case will take into consideration the needs and circumstances of the employee prior to taking such action.</p> <p><b>SECTION 4 – Notice</b></p> <p>An employee shall be given a minimum of 14 calendar days’ notice prior to the agency effecting any reassignment, lateral action, or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 30 calendar days’ notice. The parties agree, however, that these notice requirements shall not be required during an emergency, or other extraordinary conditions.</p> <p><b>SECTION 5 – Relocation Allowance</b></p> <p>An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. No employee will be credited with more than the number of hours in the employee’s regular workday and such time shall not be counted as hours</p>		

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	<p>worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel <del>time</del> reimbursement for travel from the old residence to the new <del>location</del> residence based on the most direct route.</p> <p><b>SECTION 6 – Promotions Outside the Unit</b></p> <p>The hiring authority shall carefully consider employee applicants when filling vacant supervisory positions at the level immediately above bargaining unit positions. However, the most qualified applicant will always be recommended by the hiring authority.</p> <p><b>SECTION 67 – Grievability</b></p> <p>The provisions of this Article regarding voluntary reassignment, lateral action, transfer, change in duty station, or promotion, and promotions outside the unit, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(E), and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance</p>		

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Article	State Proposal	Union Proposal	Comments
10 – Occupation Profiles/Rules	<p>Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.</p>		
11 – Classification	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
12 – Personnel Records	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
13 – Health and Welfare	<p>State's proposal of 11/24/15: Status Quo</p> <p>State's proposal of 11/30/15: SECTION 1 – Insurance Benefits</p> <p>The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.</p> <p>(C) FFS Employee Health Exam &amp; Fitness Test</p> <p>(1) The FFS employee Health Exam &amp; Fitness Test is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams</p>	No proposal as of November 17, 2015	11/17/15 FFSFA agreed to proposal. Pending signatures

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Article	State Proposal	Union Proposal	Comments
13 – Health and Welfare (continued)	<p>standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test &amp; Resting Blood Pressure). For the Annual Medical Exam, employees are required to utilize the FFS Annual Medical Exam standard. The employee has the option of utilizing the FFS facility for the Annual Medical Exam, or obtaining certification to take the Annual Fitness Test, utilizing the FFS Annual Medical Exam standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 12 months <del>30-days</del> prior to taking the Fitness Test.</p>		
14 – State Vehicles and Vessels	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
15 – Probationary Status	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
16 – Vacant	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
17 – Allowances and Reimbursements	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
18 – Leaves of Absence	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
19 – Outside Employment	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd

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Article	State Proposal	Union Proposal	Comments
20 – Training and Education	State's proposal of 11/24/15: Status Quo	No proposal as of October 20, 2015	TA'd
21 – Committees	State's proposal of 11/24/15: Status Quo	No proposal as of October 20, 2015	TA'd
22 – Personal Property – Replacement and/or Reimbursement	State's proposal of 11/24/15: Status Quo	No proposal as of October 20, 2015	TA'd
23 – Hours of Work and Overtime	<p>State Proposal of October 20, 2015:                      Section 5(D) – The state proposes to revise language concerning the general use of special compensatory leave credits.</p> <p>Section 5(D)(1)- New 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.</p>	<p>Union Proposal of November 17, 2015:                      Section 4- Work Day                      Proposes language in Section 4 which defines the normal work period for full-time employees 20 days at 8 hours per day) and the normal work period for Department of Children and Families' employees as consisting of 24 hours on-duty and 48 hours off-duty.</p> <p>(C) Any hours of work performed on previously scheduled days off shall be deemed pre-approved overtime hours, except in the event these hours do not exceed contracted hours due to employee leave usage.                      D) Where an employee works hours in excess of their regular scheduled work day, the state shall not adjust the employee's schedule to avoid payment of overtime required under the FLSA until contracted hours are met in accordance with Section 4(A).</p> <p>Proposes deleting Section E from 10/20/15 proposal</p>	<p>The state's proposal brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family Medical Leave Act (FMLA), family medical leave or parental leave.</p>

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Article	State Proposal	Union Proposal	Comments
23 – Hours of Work and Overtime (cont'd)		Union Proposal of October 20, 2015: Section 4 – Work Day Section 4(C) - Any hours of work performed on scheduled days off shall be deemed pre-approved overtime hours, except in the event these hours do not exceed contracted hours due to employee leave usage.  The Association proposes new language regarding overtime payment in accordance with the FLSA.  Section 4(D) - Where an employee works hours in excess of their regular schedule work day, the state shall not adjust the employee's schedule to avoid payment of overtime required under the FLSA.	
24 – On-Call Assignment, Call-Back and Residency	No proposal as of November 17, 2015	Association proposal of October 20, 2015: Section 3(A) – The Association proposes changing the minimum number of call-back hours an employee is credited to 4.	This proposal is the same proposal in Article 24, Section 3, <i>Call-Back</i> of FHP's agreement.  The article is incorrectly titled <i>Wages</i> .
25 – Wages	State's proposal of 11/23/15: SECTION 1 – Pay Provisions – General Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.	Association Proposal of October 20, 2015: Section 1 – General Wage Increase (A) Based on funding in the Fiscal Year 2016 -2017 General Appropriations Act all employees in the unit shall receive a general wage increase in the amount	The Association's proposal for Section 6 is similar to their FY 15-16 proposal.  The Association's proposal for Section 7 (A) and (B) is the exact proposal from FY 15-16

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p><b>SECTION 2 – Discretionary Performance Based Awards</b></p> <p>The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.</p> <p><b>SECTION 3 – Deployment to a Facility or Area Closed due to Emergency</b></p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 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</p>	<p>specified by the legislature.</p> <p><b>Section 6 - Special Pay Issues-</b></p> <p>To reduce increasing new employee turnover and agency training expenses to new employees and unit members shall receive a competitive pay adjustment of \$2000 to each employee's June 30, 2016 base rate of pay.</p> <p><b>Section 7 - Hazard/Physical Hardship Duty Pay Additive</b></p> <p>(A) When hazardous situations or physical hardships exist, non-Special 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.</p> <p>(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.</p>	<p>negotiations</p> <p><b>Article 25 (1) Costing Estimate:</b> Indeterminate – In FY 13-14 a \$1,000/\$1,400 raise was provided to all state employees based on their current base rate.</p> <p>The Association's proposal for Section 8 is the exact proposal from FY 15-16.</p> <p><b>Article 25 (6) Costing Estimate:</b> \$1,253,046 A \$2,000 salary increase was calculated for the CBU. Calculation is based on filled positions including benefits (582). LAS/PBS October 2015 data was the source for the calculation.</p> <p><b>Article 25 (7) Costing Estimate:</b> Indeterminate</p> <p><b>Article 25 (8) Costing Estimate:</b> Indeterminate</p>

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<p>25 – Wages (continued)</p>	<p>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.</p> <p>SECTION 4 – Cash Payout of Annual Leave</p> <p>Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>SECTION 5 – Performance Pay</p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>	<p>Section 8 – Competitive Area Differential (CAD)</p> <p>(A) FSFSA request existing competitive area differentials be reviewed and increased accordingly to adjust for competitive “like” positions.</p>	

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25 – Wages (continued)	<p>SECTION 6 – Discretionary Competitive Pay Adjustments</p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		
26 – Vacant	<p>No proposal as of 11/17/15</p>	<p>Association Proposal of October 20, 2015:</p> <p>New Proposed as Promotional Step Pay Plan System article.</p> <p>(A) All agencies employing unit personnel will establish a promotional step system for each classification consisting of a minimum of (4) four promotional step opportunities for said positions.</p> <p>(B) Promotional step requirements will be based on but not limited to time in service, training certifications, performance evaluations, and employee qualifications.</p> <p>(C) Promotional steps shall be attainable, achievable, and clearly defined steps on what employee requirements are needed to promote within the organization.</p>	<p>This language was proposed during the FY 15-16 bargaining session. Language is similar to PBA's FY 16-17 new proposal entitled Career Path Pay Plan.</p> <p>Article 26 (1) Costing Estimate: Indeterminate</p>

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Article	State Proposal	Union Proposal	Comments
26 – Vacant (cont'd)		<p>(D) This system's intent is to increase employee morale, motivation, and commitment to improvement in the workplace.</p> <p>(E) Promotional steps shall be based on completion of requirements for promotions and shall not be limited to position availability or funding. Agencies will utilize existing pay bands' and pay grades' position funding to implement this system.</p>	
27 – Uniforms	No proposal as of 11/17/15	<p>Union proposal of October 20, 2015            New: Section 3 – To maintain a high level of professional appearance, the state will provide employees who are required to wear uniforms, and employees who are required to wear personal attire conducting official state business, a maintenance allowance in the amount of \$250 annually.</p>	<p>This language is a variation of Article 26, Section 3, of the FHP and LEU agreements.</p> <p>Article 27 (3) Costing Estimate: \$145,500</p> <p>Calculation based on providing a \$250 allowance for all filled positions (582).</p>
28 – Vacant	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
29 – Vacant	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
30 – Vacant	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
31 – Management Rights	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd
33 – Savings Clause	State's proposal of 11/24/15: Status Quo	No proposal as of November 17, 2015	TA'd

**Article 5**  
**REPRESENTATION RIGHTS AND FSFSA ACTIVITIES**

**SECTION 10 – Access to Basic Fire Control Training Class (NEW)**

When the Florida Forest Service conducts a Basic Fire Control Training course, the FSFSA will be permitted a 15-minute presentation to address participants. Attendance by the participants shall be voluntary. The FSFSA may issue each participant a copy of the current Florida State Fire Service Association collective bargaining Agreement and discuss its provisions and programs available through the FSFSA. Such presentation shall be held after the conclusion of training activities on one day during the first three weeks of the days of the course and at a date and time specified by the Florida Forest Service. The Florida Forest Service will notify the FSFSA at least 14 days in advance of the date on which the presentation is scheduled.

**For the State**

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

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

(D) “Reassignment” shall mean the moving of an employee; ~~from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary~~

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

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

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

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

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

shall give first consideration to those employees who have submitted a Request for ~~Reassignment, Transfer, Change in Duty Station, and Promotion~~ Form; provided, however, that employees whose requests for reassignment is are not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

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

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

(G) When an employee has ~~been reassigned, transferred, or promoted, or had his duty station changed~~ accepted a reassignment, lateral action, transfer, change in duty station, or promotion pursuant to a Request filed under this Article, all other pending Requests for ~~Reassignment, Transfer, Change in Duty Station, and Promotion~~ Forms from that employee shall be canceled, and the employee will not be eligible to file another request for a period of 12 months following the appointment. ~~No other Request may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion.~~ If an employee declines an offer of reassignment, lateral action, transfer, change in duty station, or promotion pursuant to a request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to resubmit that file another request for a period of ~~twelve (12)~~ months from the date the employee declined the offer.

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

### **SECTION 3 – Involuntary Reassignment, Lateral Action, Transfer, or Change in Duty Station**

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



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

- SECTION 1 – *Status Quo*
- SECTION 2-- *Status Quo*
- SECTION 3 – *Status Quo*
- SECTION 4-- *Status Quo*
- SECTION 5 – *Status Quo*
- SECTION 6-- *Status Quo*

**SECTION 7— Promotions Outside the Unit**

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

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**Article 23**  
**HOURS OF WORK AND OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

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

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

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

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

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

**SECTION 2 – Work Schedules, Vacation and Holiday Schedules**

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency

## **SECTION 5 – Special Compensatory Leave**

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

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

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

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

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

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

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

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

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

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

(D) ~~Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.~~ General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.

Article 23  
HOURS OF WORK AND OVERTIME

SECTION 4 – Work Day

(A) The normal work period for full-time employees, except as noted below, shall be 40 hours consisting of five eight hour days, or four ten- hour days, or a 28-day, 160-hour period (20 days at 8 hours per day). The normal work period for Department of Children and Families' employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs' employees shall be a 28-day, 212-hour period consisting of 24 hours on-duty and 48 hours off-duty.

(B) *Status Quo*

(C) Any hours of work performed on previously scheduled days off shall be deemed pre-approved overtime hours, except in the event these hours do not exceed contracted hours due to employee leave usage.

(D) Where an employee works hours in excess of their regular scheduled work day, the state shall not adjust the employee's schedule to avoid payment of overtime required under the FLSA until contracted hours are met in accordance with Section 4(A).

~~(E) No employee shall be required to work "extra hours" over the scheduled work day for non emergency response duties. "Extra hours" shall only be required for emergency response situation. Bargaining unit supervisors should plan the scheduled workday accordingly to avoid "extra hours" and offsetting of the employee.~~

~~Emergency Situation: Any situation that is temporary in nature and poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate.~~

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**Article 24**

**WAGES**

*On-Call*

**SECTION 1** *Status Quo*

**SECTION 2** *Status Quo*

**SECTION 3**

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of (4) hours whichever is greater.

(B) *Status Quo*

**SECTION 4** *(Agency policy has changed to 30 miles)*

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – General Wage Increase for Fiscal Year 2016-2017**

(A) Based on funding in the Fiscal Year 2016-2017 General Appropriations Act all employees in the unit shall receive a general wage increase in the amount specified by the legislature.

SECTION 2 Status Quo with Fiscal year changes

SECTION 3 Status Quo with Fiscal year changes

SECTION 4 Status Quo with Fiscal year changes

SECTION 5 Status Quo with Fiscal year changes

**SECTION 6 – Special Pay Issues**

To reduce increasing new employee turnover and agency training expenses to new employees unit members shall receive a competitive pay adjustment of \$2000 to each employee's June 30, 2016 base rate of pay.

**SECTION 7 – Hazard/ Physical Hardship Duty pay additive**

(A) When hazardous situations or physical hardships exist, non-Special 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 causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.

**SECTION 8 – Competitive Area Differential (CAD)**

(A) FSFSA request existing competitive area differentials be reviewed and increased accordingly to adjust for competitive "like" positions.

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**Article 26**  
**PROMOTIONS**

**SECTION 1 – Promotional step plan System**

(A) All Agencies employing unit personnel will establish a promotional step system for each classification consisting of a minimum of (4) four promotional step opportunities.

(B) Promotional steps requirements will be based on but not limited to; time in service, training certifications, performance evaluations, and employee qualifications.

(C) Promotional steps shall be attainable, achievable, and clearly defined steps on what employee requirements are needed to promote within the organizations.

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**Article 27**  
**UNIFORMS**

**SECTION 1 – Status Quo (Add the Department of Military Affairs)**

**SECTION 2-- Status Quo**

**SECTION 3- To maintain a high level of professional appearance, the state will provide employees who are required to wear uniforms, and employees who are required to wear personal attire conducting official state business, a maintenance allowance in the amount of \$250 annually.**

State \_\_\_\_\_  
Date \_\_\_\_\_

Union \_\_\_\_\_  
Date \_\_\_\_\_

**The Florida State Fire Service Association - CBU 11 Wage Proposals  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 1:</b> Provides all employees in the unit shall receive a general wage increase in the amount specified by the Legislature.	Indeterminate	In FY 13-14 a \$1,000/\$1,4000 raise was provided to all state employees based on their current base rate.
<b>Article 25, Section 6:</b> Provides all employees in the unit shall receive a competitive pay adjustment of \$2,000 to each employees June 30, 2016 base rate.	\$1,253,046	A \$2,000 salary increase was calculated for the CBU. Calculation is based on filled positions including benefits (582). LAS/PBS October 2015 data was the source for the calculation.
<b>Article 25, Section 7:</b> When hazardous situations or physical hardships exist, bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties	Indeterminate	
<b>Article 25, Section 8:</b> Requests Competitive area differentials be reviewed and increased accordingly to adjust for competitive "like" positions	Indeterminate	
<b>Article 26, Section 1:</b> Provides agencies employing unit personnel will establish a promotional step system for each classification consisting of a minimum of (4) four promotional step opportunities based on but not limited to; time in service, training certifications, performance evaluations, and employee qualifications.	Indeterminate	
<b>Article 27, Section 3:</b> Provides employees who are required to wear uniforms, and employees who are required to wear personal attire conducting official state business, a maintenance allowance in the amount of \$250 annually.	\$146,500	Calculation based on providing a \$250 allowance for all filled positions (582).

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
1 – Recognition	State Proposal as of <u>11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
2 – Gender Reference	State Proposal as of <u>11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
3 – Vacant	State Proposal as of <u>11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
4 – No Discrimination	State Proposal as of <u>11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
5 – Employee Representation and PBA Activities	No proposal as of 11/25/15	<u>Union Proposal of 9/24/15</u> : Section 9(B) – Union proposes that negotiation team members be permitted to attend negotiations and the preparatory meeting as time worked, rather than recording administrative leave.	The Association asserts that employee's use of administrative leave requires forfeiture of holiday leave when a holiday falls within the same pay period as the employee's attendance at negotiations.
6 – Grievance Procedure	<u>State Proposal of 9/24/2015</u> : Section (3)(G)(2)(a) - The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.	No proposal as of 11/25/15	This ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.
7 – Internal Investigations	<u>State Proposal as of 11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
8 – Workforce Reduction	<u>State Proposal as of 11/23/15</u> : Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
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*Articles at Impasse: 5, 6, 18, 25, 27*

Article	State Proposal	Union Proposal	Comments
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
10 – Disciplinary Action	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
11 – Classification Review	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
12 – Personnel Records	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
13 – Safety	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
14 – Performance Review	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
15 – Seniority	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
16 – Employment Outside State Government	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
17 – Grooming Standards	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
18 – Hours of Work, Leave and Job-Connected Disability	<u>State Proposal of 09/24/2015:</u> Section (6)(B)(3) – 120 hours of Special Compensatory leave credits (or the number of hours necessary to bring the balance to 240 hours), is currently compelled before an employee's use of annual leave. State's offer of 09/24/2015 requires compelled use of 120 hours of Special Compensatory leave, <b>unless such annual leave credits</b>	<u>Union Proposal of 9/24/15:</u> New Section – (A) Supervisors shall not unreasonably deny 15 minute rest period, which should occur at the middle of the employee's shift. If employees cannot leave their post, <b>rest period may occur when employee remains in geographic area of their post.</b>	Brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave.

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p>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.</p> <p>The State proposes to combine the old Section 8 and 9 to create a new Section 8 titled "Disability Leave with Pay" – Current language is revised to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p>	<p>(B) Rest periods cannot be accumulated nor can they be used to cover late arrival or early departure.</p> <p>(C) Employees shall not be required to take a lunch break.</p>	<p>Cost of Association's rest period proposal:</p> <p>Indeterminate</p> <p>State's proposal for Section 8 has no substantive effect on current policies and procedures.</p>
19 – Personal Property – Replacement and/or Reimbursement	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
20 – Training and Education	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
21 – Compensation for Temporary Special Duty in Higher Level Position	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
22 – Vacant	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
23 – Equipment	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
*Articles at Impasse: 5, 6, 18, 25, 27*

Article	State Proposal	Union Proposal	Comments
24 – On-Call Assignment – Call-Back – Court Appearance	State Proposal as of 11/23/15: Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
25 – Wages	<p>State Proposal as of 11/23/15:</p> <p>Section 1 – General Pay Provisions                      - Pay, including increases to base rate of pay and salary additives, shall be in accordance with the FY 16-17 GAA and other provisions of state law.</p> <p>Section 2 – Discretionary Performance Based Awards - The Governor's Budget                      Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during FY 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – FY 16-17 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to</p>	<p><u>Union Proposal of 9/24/15:</u></p> <p>Section 1 - The Union proposes a general 5% increase to each bargaining unit member's base pay, effective July 1, 2016.</p> <p>New Section – Effective July 1, 2016, the State and the Union will collectively create and implement a Career Path Pay Plan, consisting of a 4-tiered career development plan that is designed to monetarily reward members for continuing professional development beyond the minimum training requirements. The components of the career path will be based upon seniority, job performance, and achievement of professional skills and development.</p>	<p><u>Cost of PBA Proposals:</u></p> <p>A 5% general increase to base rate of pay for FHP unit members:                      *\$4,539,784</p> <p>*Calculation based on 1,678 filled positions including benefits.</p> <p>A Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs.= 5%, 6-9 yrs.=10%, 10-14 yrs.=15%, 15+ yrs. =20%) on each CBU employee's base rate of pay, effective July 1, 2016:                      *\$11,367,957</p> <p>*Calculation is based on eligible positions (filled for over 2 years) including benefits (1,572). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.</p>

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
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*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>funding as provided in the FY 16-17 GAA.</p> <p><b>Section 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the FY 16-17 GAA, 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.</b></p> <p><b>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.</b></p> <p><b>Section 5 – Performance Pay - In accordance with the authority</b></p>		

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Article	State Proposal	Union Proposal	Comments
	<p>provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>Section 6 – Discretionary Competitive Pay Adjustments - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		
26 – Uniforms and Accessories	<p>State Proposal as of 11/23/15:                      Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>1A State's offer on 11/25/15</p>
27 – Insurance Benefits	<p>State Proposal as of 11/23/15:                      Section 1 – State Employees Group Insurance Program -                      The benefits and the employee share of premiums for the State Employees Group Health Self-</p>	<p>Union Proposal of 9/24/15:                      Section 1 – Benefits and employee share of premiums for the health self-insurance plan shall remain unchanged for FY 2016-17.</p>	<p>No Increased Cost associated with union proposal for Section 1.</p>

**Police Benevolent Association**  
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**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
27 – Insurance Benefits (continued)	<p>Insurance Plan shall remain unchanged for FY 16-17.</p> <p>Section 2 – Death In-Line-Of-Duty Benefits – SQ</p>	<p>New Section – The Union proposes that once a member becomes vested in the FRS, the member can convert sick leave credits for payment into an individually-owned health savings account to be used to defray health care costs in retirement. The terms of conversion as well as the maximum number of sick leave credits that can be converted over an employee’s career would be subject to negotiation.</p>	<p>Cost associated with vested employees converting sick leave into individually owned health savings accounts:</p> <p>Indeterminate</p>
28 – Travel Expenses	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
29 – Drug Testing	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
30 – No Strike	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
31 – State Personnel System Rules	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
32 – Management Rights	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
34 – Savings Clause	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>
36 – Awards	<p><u>State Proposal as of 11/23/15:</u> Status Quo</p>	<p>No Proposal as of 11/25/15</p>	<p>TA State’s offer on 11/25/15</p>

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the PBA shall elect at the outset which procedure is to be used and such election shall

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

be binding on the grievant or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

(C) If the grievant is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to this Agreement. The PBA shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the PBA.

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

**For the State**

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

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Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

**(1) Step 1.**

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause, and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**(2) Step 2.**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Agency Head fails to respond within the time limits, it shall be deemed a denial.

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

**(4) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(5) Arbitration**

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the grievant because he was not a member of the PBA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance.

(b) The arbitrator shall be one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(c) At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

(d) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors; however, unless agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

a. An award of back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5)(d), above, whichever is later, and the rescheduled date.

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

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

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

**SECTION 4 – Time Limits**

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

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

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

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

**SECTION 5 – Exceptions**

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

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

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

(2) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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

**SECTION 6 – Expedited Arbitration**

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

(B) Expedited Arbitration Rules:

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

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

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(5) of this procedure shall be applicable.

**For the State**

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

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 18**  
**HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY**

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34 of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

**SECTION 1 – Workday, Work Period**

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

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

(C) The work period for employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the DHSMV.

**SECTION 2 – Non-Required Work Time**

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

**SECTION 3 – Work Schedule**

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

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

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**SECTION 4 – Overtime**

(A) The work period for each full-time employee shall be 40, 80 or 160 hours, as determined by the agency.

(B) Work beyond the employee's regular work period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

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

**SECTION 5 – FLSA Compensatory Leave**

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to "FLSA compensatory leave." Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as "FLSA compensatory leave" will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of "FLSA compensatory leave" credits which may be taken in any increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

**SECTION 6 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as provided in Rule 60L-34, Florida Administrative Code, for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when the employee’s assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

**For the State**

**For the PBA**

\_\_\_\_\_  
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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

**SECTION 7 – Sick Leave Pool and Sick Leave Transfer**

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

**SECTION 8 – ~~Section 440.15(11), Florida Statutes – Full Pay Status~~**

~~(A) — An employee who sustains a job connected disability and meets the eligibility requirements, as provided for in section 440.15(11), Florida Statutes, may be carried in full pay status.~~

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

**SECTION 9 – ~~Chapter 60L-34, Florida Administrative Code – Disability Leave with Pay~~**

~~(A) An employee who sustains a job-connected-related disability which is not covered by Section 8 above, and is eligible for disability leave with pay under the provisions of Chapter 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. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or designee shall~~

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**For the PBA**

\_\_\_\_\_  
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\_\_\_\_\_  
Date

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Date

~~have the right to determine whether or not an employee should be carried in full pay status for more than 26 weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.~~

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

(1) An employee who is maliciously or intentionally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.

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

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

#### **SECTION 10 9 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

**For the State**

**For the PBA**

\_\_\_\_\_  
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(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
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**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion,

**For the State**

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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

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Date

**For the PBA**

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**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017.

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

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

**For the State**

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

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General Counsel and Chief Negotiator

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Date

## Florida PBA State Bargaining Proposals

### Law Enforcement, Florida Highway Patrol and Special Agent Units

September 24, 2015

#### Proposal for Fiscal Year 2016 – 2015

Set out below are a series of specific or conceptual proposals. These proposals cover the Law Enforcement Officer, Florida Highway Patrol and Special Agents bargaining units. The Florida PBA reserves the right to amend these proposals and advance additional proposals upon appropriate notification to the State.

#### ARTICLE 5 EMPLOYEE REPRESENTATION:

##### Section 9:

##### Negotiations

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

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

shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

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

#### ARTICLE 18 (SA ARTICLE 23) HOURS OF WORK AND LEAVE:

##### New Section

##### 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 employees to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

(C) An employee shall not be required to take a lunch period except at the employee's discretion.

## **ARTICLE 25 WAGES:**

### **Section 1:**

#### **General Pay Provisions**

The PBA proposes a general increase in each bargaining unit employee's base rate of pay in the amount of five percent (5%) effective July 1, 2016.

### **New Section:**

#### **Career Path Pay Plan**

Effective July 1, 2016, the State and PBA agree to create and implement a career path pay plan designed to establish a career development program providing participating bargaining unit employees with a tiered financial goals. The program will reward employees for their continuing professional development beyond minimum training requirements.

The components of the career path pay plan include establishment of a four level pay plan based upon seniority, job performance and achievement of professional skills and development.

A sample deputy sheriff career path pay plan is attached. The career path is normally built on: (a) length of service, the individual is eligible for advancement after a certain years of service, e.g. five years; (b) professional development, the individual is eligible for advancement only after completing a certain number of training courses, CJSTC-recognized classes or college courses, such as 50 hours of training courses approved by the agency or CJSTC; and (c) satisfactory work performance, the individual must meet performance standards during the time period under consideration.

It is anticipated that the career path pay plan would have to be established through legislative action so as to ensure its continued application during the course of an individual's career with an agency(ies).

## **ARTICLE 27 INSURANCE BENEFITS**

### **Section 1**

#### **State Employees Group Insurance Program**

The PBA proposes the benefits and employee share of premiums for the health self-insurance plan of bargaining unit employees remain unchanged for Fiscal Year 2015-2016.

### **New Section**

#### **Funding of Individual-owned Health Savings Account**

The PBA proposes that after a bargaining unit employee becomes vested in the Florida Retirement System the employee shall be permitted to convert a certain number of hours of sick leave for payment into a individually-owned health savings account. The terms of the conversion as well as the maximum hours of sick leave that can be converted over an employee's career are subject to negotiation.

## **ARTICLE 35 DURATION**

### **Section 1**

#### **Term**

The PBA proposes a three-year agreement with each party able to open three articles and wages annually.

**C. Deputy Sheriff 1st Class: DBM B23A**

Officers rated as Deputy Sheriff will advance to Deputy Sheriff 1st Class upon reaching seven (7) years service/seniority and must have successfully completed two hundred (200) hours of approved training. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Deputy Sheriff 1st Class.

**D. Senior Deputy: DBM B23B**

Officers rated Deputy Sheriff 1st Class will advance to Senior Deputy upon reaching twelve (12) years of service/seniority and the successful completion of an additional two hundred (200) hours of approved training. The two hundred (200) hours of approved training must have been completed while the officer was in the rate of Deputy Sheriff 1st Class. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Senior Deputy.

**E. Master Deputy: DBM B23C**

Officers rated Senior Deputy will advance to Master Deputy upon reaching seventeen (17) years of service/seniority and successfully completing an additional two hundred (200) hours of approved training while in the rate of Senior Deputy. An officer may substitute up to one hundred (100) classroom hours of college level courses for the two hundred (200) hours of training required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Master Deputy.

**F. Officers transferring Bargaining Units**

The parties acknowledge that there are occasions when a detention officer transfers his or her employment from the detention bargaining unit to the law enforcement bargaining unit. While it is not as common, a law enforcement deputy may also transfer his or her employment from the law enforcement bargaining unit to the detention bargaining unit, upon appropriate training and certification. Because these transfers could otherwise involve the loss of substantial hourly or annual compensation, the parties agree that no such transferring employee shall lose more than ten percent (10%) of his or her former hourly rate of pay upon transfer.

A maximum of three (3) years credit will be awarded towards achieving Deputy 1st Class status for any deputy changing his or her bargaining unit during the first seven (7) years of employment with the Escambia County Sheriff's Office.

**22.03 Implementation**

CJSTC advanced/specialty courses completed or in which the officer is actively enrolled as of the date of ratification may be used to satis-

**Police Benevolent Association (PBA) - Florida Highway Patrol CBU 12 Wage Proposals  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<b>Article 18/23:</b> (A) Allows for 15 minute rest periods during every 4 hour work shift. (B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty. (C) An employee shall not be required to take a lunch period except at the employee's discretion.	Indeterminate	
<b>Article 25:</b> Provides for a 5.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2016.	\$4,539,784	Calculation is based on filled positions including benefits (1,678). LAS/PBS October 2015 data was the source for the calculation.
<b>Article 25:</b> Provides for a Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs= 5%, 6-9 yrs=10%, 10-14 yrs=15%, 15+ yrs =20%) on each CBU employee's base rate of pay, effective July 1, 2016.	\$11,367,957	Calculation is based on eligible positions (filled for over 2 years) including benefits (1,572). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.
<b>Article 27:</b> Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.	No Increased Cost	The Governor's Recommended Budget for Fiscal Year 2016-2017 maintains benefits at the status quo for the bargaining unit.
<b>Article 27:</b> Allows for vested employees to convert sick leave into individually owned health savings accounts.	Indeterminate	

**Police Benevolent Association**  
**Law Enforcement Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
*Articles at Impasse: 5, 6, 18, 25, 27*

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
2 – Gender Reference	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
3 – Vacant	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
4 – No Discrimination	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
5 – Employee Representation and PBA Activities	No proposal as of 9/24/15	<u>Union Proposal of 9/24/15:</u> Section 9(B) – Union proposes that negotiation team members be permitted to attend negotiations and the preparatory meeting as <b>time worked</b> , rather than recording administrative leave.	The Association asserts that employee's use of administrative leave requires forfeiture of holiday leave when a holiday falls within the same pay period as the employee's attendance at negotiations.
6 – Grievance Procedure	<u>State Proposal of 9/24/2015:</u> Section (3)(G)(2)(a) - The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.	No proposal as of 9/24/15	This ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.
7 – Internal Investigations	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
8 – Workforce Reduction	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

**Police Benevolent Association**  
**Law Enforcement Unit – State Personnel System**  
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Articles at Impasse: 5, 6, 18, 25, 27*

Article	State Proposal	Union Proposal	Comments
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
10 – Disciplinary Action	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
11 – Classification Review	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
12 – Personnel Records	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
13 – Safety	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
14 – Performance Review	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
15 – Seniority	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
16 – Employment Outside State Government	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
17 – Grooming Standards	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
18 – Hours of Work, Leave and Job-Connected Disability	<u>State Proposal of 09/24/2015:</u> Section (6)(B)(3) –120 hours of Special Compensatory leave credits (or the number of hours necessary to bring the balance to 240 hours), is currently compelled before an employee's use of annual leave. State's offer of 09/24/2015 requires compelled use of 120 hours of Special Compensatory leave, unless such annual leave credits are being substituted for an	<u>Union Proposal of 9/24/15:</u> New Section – (A) Supervisors shall not unreasonably deny 15 minute rest period, which should occur at the middle of the employee's shift. If employees cannot leave their post, rest period may occur when employee remains in geographic area of their post.	State's proposal brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave.

**Police Benevolent Association**  
**Law Enforcement Unit – State Personnel System**  
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Article	State Proposal	Union Proposal	Comments
18 – Hours of Work, Leave and Job-Connected Disability (continued)	<p>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.</p> <p>The State proposes to combine the old Section 8 and 9 to create a new Section 8 titled "Disability Leave with Pay" – Current language is revised to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p>	<p>(B) Rest periods cannot be accumulated nor can they be used to cover late arrival or early departure.</p> <p>(C) Employees shall not be required to take a lunch break.</p>	<p>Cost of Association's Rest Period proposal: Indeterminate</p> <p>State's proposal for Section 8 has no substantive effect on policies or procedures.</p>
19 – Personal Property – Replacement and/or Reimbursement	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
20 – Training and Education	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
22 – Vacant	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
23 – Equipment	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
24 – On-Call Assignment – Call-Back – Court Appearance	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

**Police Benevolent Association**  
**Law Enforcement Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
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**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
25 – Wages	<p><u>State Proposal as of 11/23/15:</u>  Section 1 – General Pay Provisions  - Pay, including increases to base rate of pay and salary additives, shall be in accordance with the FY 16-17 GAA and other provisions of state law.</p> <p>Section 2 – Discretionary Performance Based Awards - The Governor's Budget  Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during FY 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – FY 16-17 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the FY 16-17 GAA.</p>	<p><u>Union Proposal of 9/24/15:</u>  Section 1 - The Union proposes a general 5% increase to each bargaining unit member's base pay, effective July 1, 2016.</p> <p>New Section – Effective July 1, 2016, the State and the Union will collectively create and implement a Career Path Pay Plan, consisting of a 4-tiered career development plan that is designed to monetarily reward members for continuing professional development beyond the minimum training requirements. The components of the career path will be based upon seniority, job performance, and achievement of professional skills and development.</p>	<p><u>Cost of PBA Proposals:</u></p> <p><b>A 5% general increase to base rate of pay for LEU members:</b>  *\$3,124,115</p> <p>*Calculation based on 1,178 filled positions plus benefits.</p> <p>A Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs.= 5%, 6-9 yrs.=10%, 10-14 yrs.=15%, 15+ yrs. =20%) on each CBU employee's base rate of pay, effective July 1, 2016:  *\$6,342,512</p> <p>*Calculation based on eligible positions (filled for over 2 years) including benefits (1,175). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.</p>

**Police Benevolent Association**  
**Law Enforcement Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 18, 25, 27**

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>Section 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the FY 16-17 GAA, 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.</p> <p>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.</p> <p>Section 5 – Performance Pay - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of</p>		

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>Section 6 – Discretionary Competitive Pay Adjustments - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		
26 – Uniforms and Accessories	<p>State Proposal as of <u>11/23/15</u>:                      Status Quo</p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
27 – Insurance Benefits	<p>State Proposal as of <u>11/23/15</u>:                      Section 1 – State Employees Group Insurance Program -                      The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for FY 16-17.</p>	<p><u>Union Proposal of 9/24/15</u>:                      Section 1 -- Benefits and employee share of premiums for the health self-insurance plan shall remain unchanged for FY 2016-17.</p> <p>New Section – The Union proposes that once a member becomes</p>	<p>No increased costs associated with Association's proposal for Section 1.</p> <p>Costs associated with vested LEU employees converting sick leave into</p>

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Article	State Proposal	Union Proposal	Comments
27 – Insurance Benefits (continued)	Section 2 – Death In-Line-Of-Duty Benefits – SQ	vested in the FRS, the member can convert sick leave credits for payment into an individually-owned health savings account to be used to defray health care costs in retirement. The terms of conversion as well as the maximum number of sick leave credits that can be converted over an employee's career would be subject to negotiation.	individually owned health savings accounts:  Indeterminate
28 – Travel Expenses	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
29 – Drug Testing	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
30 – No Strike	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
31 – State Personnel System Rules	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
32 – Management Rights	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
34 – Savings Clause	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
36 – Awards	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the PBA shall elect at the outset which procedure is to be used and such election shall

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

be binding on the grievant or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the grievant has elected PBA representation, the grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the grievant.

(C) If the grievant is not represented by the PBA, an adjustment of the grievance shall be consistent with the terms of this Agreement. The PBA shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to this Agreement. The PBA shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the PBA.

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of the grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the union. All grievance meetings shall be held at times and locations agreed to by the parties except that, unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

**(1) Step 1.**

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**(2) Step 2.**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Agency Head fails to respond within the time limit, it shall be deemed a denial.

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 ~~above~~.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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**For the PBA**

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General Counsel and Chief Negotiator

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**(4) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(5) Arbitration**

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the grievant because he was not a member of the PBA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance.

(b) The arbitrator shall be one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

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

**For the State**

**For the PBA**

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State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

(d) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors; however, unless agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

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

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

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

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

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

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

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

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

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

a. An award of back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5)(d), above, whichever is later, and the rescheduled date.

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

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

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

#### **SECTION 4 – Time Limits**

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

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

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

#### **SECTION 5 – Exceptions**

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

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

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

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

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

#### **SECTION 6 – Expedited Arbitration**

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

(B) Expedited Arbitration Rules:

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

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(5) of this procedure shall be applicable.

**For the State**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For the PBA**

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

**Article 18**  
**HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY**

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34 of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

**SECTION 1 – Workday**

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

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

**SECTION 2 – Non-Required Work Time**

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

**SECTION 3 – Work Schedule**

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

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

**For the State**

**For the PBA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

**SECTION 4 – Overtime**

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

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

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

**SECTION 5 – FLSA Compensatory Leave**

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave”. Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

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

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

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

(A) Special Compensatory Leave is defined as leave that is earned as provided in Rule 60L-34, Florida Administrative Code, for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when the employee’s assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

**For the State**

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

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Date

**For the PBA**

\_\_\_\_\_  
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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

**SECTION 7 – Sick Leave Pool and Sick Leave Transfer**

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

**~~SECTION 8 – Section 440.15(11), Florida Statutes – Full-Pay Status~~**

~~(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in section 440.15(11), Florida Statutes, may be carried in full pay status.~~

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

**For the State**

**For the PBA**

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

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 9 8 – ~~Chapter 60L-34, Florida Administrative Code-~~ Disability Leave with Pay**

(A) An employee who sustains a job-connected-related disability which is not covered by Section 8 above, and is eligible for disability leave with pay under the provisions of Chapter 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. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether or not an employee should be carried in full pay status for more than 26 weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

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

(1) An employee who is maliciously or intentionally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.

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

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

**For the State**

**For the PBA**

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

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General Counsel and Chief Negotiator

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**SECTION 10 9 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

**For the State**

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

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Date

**For the PBA**

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General Counsel and Chief Negotiator

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**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

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

**For the State**

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

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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**SECTION 5 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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

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**For the PBA**

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General Counsel and Chief Negotiator

\_\_\_\_\_  
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**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017.

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

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

**For the State**

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

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**For the PBA**

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General Counsel and Chief Negotiator

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## Florida PBA State Bargaining Proposals

### Law Enforcement, Florida Highway Patrol and Special Agent Units

September 24, 2015

#### Proposal for Fiscal Year 2016 – 2015

Set out below are a series of specific or conceptual proposals. These proposals cover the Law Enforcement Officer, Florida Highway Patrol and Special Agents bargaining units. The Florida PBA reserves the right to amend these proposals and advance additional proposals upon appropriate notification to the State.

#### ARTICLE 5 EMPLOYEE REPRESENTATION:

Section 9:

##### **Negotiations**

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

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

shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

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

#### ARTICLE 18 (SA ARTICLE 23) HOURS OF WORK AND LEAVE:

##### New Section

##### 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 employees to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

(C) An employee shall not be required to take a lunch period except at the employee's discretion.

## **ARTICLE 25 WAGES:**

### **Section 1:**

#### **General Pay Provisions**

The PBA proposes a general increase in each bargaining unit employee's base rate of pay in the amount of five percent (5%) effective July 1, 2016.

### **New Section:**

#### **Career Path Pay Plan**

Effective July 1, 2016, the State and PBA agree to create and implement a career path pay plan designed to establish a career development program providing participating bargaining unit employees with a tiered financial goals. The program will reward employees for their continuing professional development beyond minimum training requirements.

The components of the career path pay plan include establishment of a four level pay plan based upon seniority, job performance and achievement of professional skills and development.

A sample deputy sheriff career path pay plan is attached. The career path is normally built on: (a) length of service, the individual is eligible for advancement after a certain years of service, e.g. five years; (b) professional development, the individual is eligible for advancement only after completing a certain number of training courses, CJSTC-recognized classes or college courses, such as 50 hours of training courses approved by the agency or CJSTC; and (c) satisfactory work performance, the individual must meet performance standards during the time period under consideration.

**It is anticipated that the career path pay plan would have to be established through legislative action so as to ensure its continued application during the course of an individual's career with an agency(ies).**

## **ARTICLE 27 INSURANCE BENEFITS**

### **Section 1**

#### **State Employees Group Insurance Program**

The PBA proposes the benefits and employee share of premiums for the health self-insurance plan of bargaining unit employees remain unchanged for Fiscal Year 2015-2016.

### **New Section**

#### **Funding of Individual-owned Health Savings Account**

The PBA proposes that after a bargaining unit employee becomes vested in the Florida Retirement System the employee shall be permitted to convert a certain number of hours of sick leave for payment into a individually-owned health savings account. The terms of the conversion as well as the maximum hours of sick leave that can be converted over an employee's career are subject to negotiation.

## **ARTICLE 35 DURATION**

### **Section 1**

#### **Term**

The PBA proposes a three-year agreement with each party able to open three articles and wages annually.

**C. Deputy Sheriff 1st Class: DBM B23A**

Officers rated as Deputy Sheriff will advance to Deputy Sheriff 1st Class upon reaching seven (7) years service/seniority and must have successfully completed two hundred (200) hours of approved training. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Deputy Sheriff 1st Class.

**D. Senior Deputy: DBM B23B**

Officers rated Deputy Sheriff 1st Class will advance to Senior Deputy upon reaching twelve (12) years of service/seniority and the successful completion of an additional two hundred (200) hours of approved training. The two hundred (200) hours of approved training must have been completed while the officer was in the rate of Deputy Sheriff 1st Class. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Senior Deputy.

**E. Master Deputy: DBM B23C**

Officers rated Senior Deputy will advance to Master Deputy upon reaching seventeen (17) years of service/seniority and successfully completing an additional two hundred (200) hours of approved training while in the rate of Senior Deputy. An officer may substitute up to one hundred (100) classroom hours of college level courses for the two hundred (200) hours of training required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Master Deputy.

**F. Officers transferring Bargaining Units**

The parties acknowledge that there are occasions when a detention officer transfers his or her employment from the detention bargaining unit to the law enforcement bargaining unit. While it is not as common, a law enforcement deputy may also transfer his or her employment from the law enforcement bargaining unit to the detention bargaining unit, upon appropriate training and certification. Because these transfers could otherwise involve the loss of substantial hourly or annual compensation, the parties agree that no such transferring employee shall lose more than ten percent (10%) of his or her former hourly rate of pay upon transfer.

A maximum of three (3) years credit will be awarded towards achieving Deputy 1st Class status for any deputy changing his or her bargaining unit during the first seven (7) years of employment with the Escambia County Sheriff's Office.

**22.03 Implementation**

CJSTC advanced/specialty courses completed or in which the officer is actively enrolled as of the date of ratification may be used to satis-

**Police Benevolent Association (PBA) - Law Enforcement CBU 06 Wage Proposals  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<b>Article 18/23:</b> (A) Allows for 15 minute rest periods during every 4 hour work shift. (B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty. (C) An employee shall not be required to take a lunch period except at the employee's discretion.	Indeterminate	
<b>Article 25:</b> Provides for a 5.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2016.	\$3,124,115	Calculation is based on filled positions including benefits (1,178). LAS/PBS October 2015 data was the source for the calculation.
<b>Article 25:</b> Provides for a Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs= 5%, 6-9 yrs=10%, 10-14 yrs=15%, 15+ yrs =20%) on each CBU employee's base rate of pay, effective July 1, 2016.	\$6,342,512	Calculation is based on eligible positions (filled for over 2 years) including benefits (1,175). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.
<b>Article 27:</b> Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.	No Increased Cost	The Governor's Recommended Budget for Fiscal Year 2016-2017 maintains benefits at the status quo for the bargaining unit.
<b>Article 27:</b> Allows for vested employees to convert sick leave into individually owned health savings accounts.	Indeterminate	

**Police Benevolent Association**  
**Special Agent Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 7, 22, 23, 25, 27**

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
2 – Gender Reference	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
3 – Vacant	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
4 – No Discrimination	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
5 – Employee Representation and Association Activities	No proposal as of 9/24/15	<u>Union Proposal of 9/24/15:</u> Section 9(B) – Union proposes that negotiation team members be permitted to attend negotiations and the preparatory meeting <b>as time worked</b> , rather than recording administrative leave.	The Association asserts that employee's use of administrative leave requires forfeiture of holiday leave when a holiday falls within the same pay period as the employee's attendance at negotiations.
6 – Grievance Procedure	<u>State Proposal of 9/24/15:</u> Section (3)(G)(2)(a) - The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.	No proposal as of 9/24/15	This ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.

**Police Benevolent Association**  
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Article	State Proposal	Union Proposal	Comments
7 – Internal Investigations and Disciplinary Actions	State Proposal of 9/24/15: Section 2(D) – State proposes to remove the reference to involuntary transfer of over 50 miles by highway, to bring contract language in line with section 110.205(3), F.S.	No proposal as of 9/24/15	Section 110.205(3), F.S., currently excludes State Law Enforcement officers from appeal of involuntary transfers. This exclusion is already referenced in Article 9 – Reassignment, Lateral Action, Transfer, and Change in Duty Station.
8 – Workforce Reduction	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
9 – Reassignment, Lateral Action, Transfer, and Change in Duty Station	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
10 – Grooming	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
11 – Classification Review	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
12 – Personnel Records	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
13 – Safety	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
14 – Performance Review	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
15 – Seniority	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
16 – Employment Outside State Government	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
17 – Department Vehicles	<del>State Proposal as of 11/23/15:</del> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

**Police Benevolent Association**  
**Special Agent Unit – State Personnel System**  
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Article	State Proposal	Union Proposal	Comments
18 – Leave	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
19 – Personal Property Replacement and/or Reimbursement	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
20 – Educational Assistance Program	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
22 – Job-Connected Disability	<u>State Proposal of 9/24/15:</u> Section 2 becomes 1 and titled Disability Leave with Pay – Current language is revised to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.	No proposal as of 9/24/15	State's proposal of 9/24/15 has no substantive effect on current policies and procedures.
23 – Workday, Workweek and Overtime	<u>State Proposal of 9/24/15:</u> Section (6)(B)(3) – 120 hours of Special Compensatory leave credits (or the number of hours necessary to bring the balance to 240 hours), is currently compelled before an employee's use of annual leave. State's offer of 09/24/2015 requires compelled use of 120 hours of Special Compensatory leave, unless such annual leave credits are being substituted for an employee's unpaid individual	<u>Union Proposal of 9/24/15:</u> New Section – (A) Supervisors shall not unreasonably deny 15 minute rest period, which should occur at the middle of the employee's shift. If employees cannot leave their post, <b>rest period may occur when employee remains in geographic area of their post.</b>	State's proposal of 9/24/15 brings current language in line with section 110.221, F.S. and/or the FMLA concerning the use of leave when covered by the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave.

**Police Benevolent Association**  
**Special Agent Unit – State Personnel System**  
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Article	State Proposal	Union Proposal	Comments
23 – Workday, Workweek and Overtime (continued)	<p>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.</p>	<p>(B) Rest periods cannot be accumulated nor can they be used to cover late arrival or early departure.</p> <p>(C) Employees shall not be required to take a lunch break.</p>	<p>Cost of Association's Rest Period proposal:  Indeterminate</p>
24 – On-Call, Call-Back, and Court Appearance	<p><u>Status Quo</u></p>	<p>No proposal as of 11/25/15</p>	<p>TA State's offer on 11/25/15</p>
25 – Wages	<p><u>Status Quo</u></p> <p>Section 1 – General Pay Provisions - Pay, including increases to base rate of pay and salary additives, shall be in accordance with the FY 16-17 GAA and other provisions of state law.</p> <p>Section 2 – Discretionary Performance Based Awards - The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency</p>	<p><u>Union Proposal of 9/24/15:</u></p> <p>Section 1 - The Union proposes a general 5% increase to each bargaining unit member's base pay, effective July 1, 2016.</p> <p>New Section – Effective July 1, 2016, the State and the Union will collectively create and implement a Career Path Pay Plan, consisting of a 4-tiered career development plan that is designed to monetarily reward members for continuing professional development beyond the minimum training</p>	<p><u>Cost of PBA Proposals:</u></p> <p>A 5% general increase to base rate of pay for SAU members: *\$858,906</p> <p>*Calculations based on 245 filled positions plus benefits.</p> <p>A Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs.= 5%, 6-9 yrs.=10%, 10-14 yrs.=15%, 15+ yrs.=20%) on each CBU employee's base rate of pay, effective July 1, 2016:  *\$2,047,848</p>

**Police Benevolent Association**  
**Special Agent Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 17 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 7, 22, 23, 25, 27**

Article	State Proposal	Union Proposal	Comments
25 -- Wages (continued)	<p>savings generated from verified unspent appropriations during FY 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – FY 16-17 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the FY 16-17 GAA.</p> <p>Section 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the FY 16-17 GAA, 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.</p> <p>Section 4 – Cash Payout of Annual Leave - Permanent Career Service</p>	<p>requirements. The components of the career path will be based upon seniority, job performance, and achievement of professional skills and development.</p>	<p>*Calculation based on eligible positions (filled for over 2 years) including benefits (214). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.</p>

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>Section 5 – Performance Pay - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>Section 6 – Discretionary Competitive Pay Adjustments - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is</p>		

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.		
26 – Equipment and Service Awards	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
27 -- Insurance Benefits	<u>State Proposal as of 11/23/15:</u> Section 1 – State Employees Group Insurance Program - The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for FY 16-17.  Section 2 – Death In-Line-Of-Duty Benefits -- Status Quo	<u>Union Proposal of 9/24/15:</u> Section 1 – Benefits and employee share of premiums for the health self-insurance plan shall remain unchanged for FY 2016-17.  New Section – The Union proposes that once a member becomes vested in the FRS, the member can convert sick leave credits for payment into an individually-owned health savings account to be used to defray health care costs in retirement. The terms of conversion as well as the maximum number of sick leave credits that can be converted over an employee's career would be subject to negotiation.	No increased costs associated with Association's proposal for Section 1.  Costs associated with vested SAU employees converting sick leave into individually owned health savings accounts:  Indeterminate
28 – Travel Expenses	<u>State Proposal as of 11/23/15:</u> Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

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Article	State Proposal	Union Proposal	Comments
29 – Drug Testing	State Proposal as of 11/23/15: Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
30 – No Strike	State Proposal as of 11/23/15: Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
31 – State Personnel System Rules	State Proposal as of 11/23/15: Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15
34 – Savings Clause	State Proposal as of 11/23/15: Status Quo	No proposal as of 11/25/15	TA State's offer on 11/25/15

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

action first filed will be the one processed.

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

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

### **SECTION 3 – Procedures**

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

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

(C) Except for suspensions, the filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. The employee shall notice the Agency Head or designated representative, in writing, of his intention to grieve, or appeal a suspension to the Public Employees Relations Commission, within ten days of the receipt of the final notice from the agency. Suspensions shall not be imposed until the final disposition of a grievance or appeal, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee's failure to notify the agency of his intention to grieve or appeal shall permit the agency to proceed with the suspension.

**For the State**

**For the PBA**

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

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(D) After a grievance is presented, no new violation or issue can be raised unless the parties agree in writing to revise or amend the alleged violations or issues, or upon a party’s showing of good cause for the consideration of such new issue, but in no event later than the filing of a grievance at Step 3. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

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

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

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

**(1) Oral Discussion**

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, or may file a written grievance at Step 1. The management representative shall make every effort to resolve the grievance promptly, and shall communicate a decision to the grievant and designated representative, if any, within 10 days following the date the grievance is received at the Oral Step.

(b) If the grievance is not resolved by such informal discussion, the grievant may, within 10 days following the date of that discussion, submit a written grievance at Step 1 of this procedure.

**(2) Step 1**

(a) If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within

**For the State**

**For the PBA**

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

\_\_\_\_\_  
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General Counsel and Chief Negotiator

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

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the Association Grievance Representative, if any, within 10 days following receipt of the written grievance.

### **(3) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit ~~it~~ the grievance in writing, on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1. The Agency Head or designated representative may meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or designated representative shall communicate a decision in writing to the grievant and to the Association Grievance Representative within 15 days following receipt of the written grievance.

### **(4) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the DMS within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 ~~above~~.

**For the State**

**For the PBA**

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State's Chief Labor Negotiator

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(b) The DMS shall discuss the grievance with the Association Grievance Representative, or grievant or his representative if not represented by the Association. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

**(5) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(e) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(6) Step 4 – Arbitration**

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

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The DMS' Arbitration Coordinator shall schedule the arbitration hearing with the state and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

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

**For the State**

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State's Chief Labor Negotiator

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**For the PBA**

\_\_\_\_\_  
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General Counsel and Chief Negotiator

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(d) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).

(e) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

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

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

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**For the PBA**

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the following provisions and limitations:

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

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

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

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

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

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

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

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

a. An award of back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

**For the State**

**For the PBA**

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Michael Mattimore  
State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

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

(h) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

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

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

#### **SECTION 4 – Time Limits**

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

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

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step

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**For the PBA**

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of this procedure may be extended, in any specific instance, by mutual agreement.

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

#### **SECTION 5 – Exceptions**

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

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

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

(2) The Association shall have the right to bring a class action grievance on behalf of employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

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

**For the State**

**For the PBA**

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State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

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**Article 7**  
**INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION**

**SECTION 1 – Internal Investigations**

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

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

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

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

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

**For the State**

**For the PBA**

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

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General Counsel and Chief Negotiator

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a complaint or allegation.

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

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

## **SECTION 2 – Disciplinary Action**

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

(D) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, ~~involuntary transfer of over 50 miles by highway~~, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement.

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

(F) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 2.

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
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**Article 22**  
**JOB-CONNECTED DISABILITY**

**SECTION 1 – ~~Section 440.15(11), Florida Statutes – Full Pay Status~~**

~~(A) An employee who sustains a job-connected disability and meets the eligibility requirements provided for in section 440.15(11), Florida Statutes, may be carried in full-pay status.~~

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

**SECTION 21 – ~~Rule 60L-34, Florida Administrative Code – Disability Leave with Pay~~**

~~(A) An employee who sustains a job-connected related disability which and is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code. The Executive Director or designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Rule 60L-34, Florida Administrative Code, provided, however, the Secretary of the DMS or designee shall have the right to determine whether an employee should be carried in full-pay status for more than 26 weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay. shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.~~

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

~~(1) An employee who is maliciously or intentionally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.~~

~~(C) After an employee has used a total of 100 hours of accrued sick, annual, or~~

**For the State**

**For the PBA**

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

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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

**SECTION 3-2 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under the Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Executive Director or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) Where an employee is temporarily unable to perform his normal work duties, but is given a reasonable prognosis to return to full duty within the near future, the Executive Director or designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(C) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Executive Director or designee shall attempt to reasonably accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions.

(D) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the DMS shall be final and binding on all parties.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

**Article 23**  
**WORKDAY, WORKWEEK AND OVERTIME**

**SECTION 1 – Overtime**

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

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

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

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered and used as described below:

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

**SECTION 2 – Workday**

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

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

**SECTION 3 – Sick Leave Pool and Sick Leave Transfer**

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

**SECTION 4 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of a facility during emergency conditions.

**For the State**

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

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**For the PBA**

\_\_\_\_\_  
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General Counsel and Chief Negotiator

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**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion,

**For the State**

**For the PBA**

\_\_\_\_\_  
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\_\_\_\_\_  
Date

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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

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Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
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**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2016-2017.

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

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

**For the State**

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

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**For the PBA**

\_\_\_\_\_  
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General Counsel and Chief Negotiator

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## Florida PBA State Bargaining Proposals

### Law Enforcement, Florida Highway Patrol and Special Agent Units

September 24, 2015

#### Proposal for Fiscal Year 2016 – 2015

Set out below are a series of specific or conceptual proposals. These proposals cover the Law Enforcement Officer, Florida Highway Patrol and Special Agents bargaining units. The Florida PBA reserves the right to amend these proposals and advance additional proposals upon appropriate notification to the State.

#### ARTICLE 5 EMPLOYEE REPRESENTATION:

##### Section 9:

##### Negotiations

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

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

shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

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

#### **ARTICLE 18 (SA ARTICLE 23) HOURS OF WORK AND LEAVE:**

##### **New Section**

##### **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 employees to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

(C) An employee shall not be required to take a lunch period except at the employee's discretion.

## **ARTICLE 25 WAGES:**

### **Section 1:**

#### **General Pay Provisions**

The PBA proposes a general increase in each bargaining unit employee's base rate of pay in the amount of five percent (5%) effective July 1, 2016.

#### **New Section:**

##### **Career Path Pay Plan**

Effective July 1, 2016, the State and PBA agree to create and implement a career path pay plan designed to establish a career development program providing participating bargaining unit employees with a tiered financial goals. The program will reward employees for their continuing professional development beyond minimum training requirements.

The components of the career path pay plan include establishment of a four level pay plan based upon seniority, job performance and achievement of professional skills and development.

A sample deputy sheriff career path pay plan is attached. The career path is normally built on: (a) length of service, the individual is eligible for advancement after a certain years of service, e.g. five years; (b) professional development, the individual is eligible for advancement only after completing a certain number of training courses, CJSTC-recognized classes or college courses, such as 50 hours of training courses approved by the agency or CJSTC; and (c) satisfactory work performance, the individual must meet performance standards during the time period under consideration.

**It is anticipated that the career path pay plan would have to be established through legislative action so as to ensure its continued application during the course of an individual's career with an agency(ies).**

## **ARTICLE 27 INSURANCE BENEFITS**

### **Section 1**

#### **State Employees Group Insurance Program**

The PBA proposes the benefits and employee share of premiums for the health self-insurance plan of bargaining unit employees remain unchanged for Fiscal Year 2015-2016.

### **New Section**

#### **Funding of Individual-owned Health Savings Account**

The PBA proposes that after a bargaining unit employee becomes vested in the Florida Retirement System the employee shall be permitted to convert a certain number of hours of sick leave for payment into a individually-owned health savings account. The terms of the conversion as well as the maximum hours of sick leave that can be converted over an employee's career are subject to negotiation.

## **ARTICLE 35 DURATION**

### **Section 1**

#### **Term**

The PBA proposes a three-year agreement with each party able to open three articles and wages annually.

**C. Deputy Sheriff 1st Class: DBM B23A**

Officers rated as Deputy Sheriff will advance to Deputy Sheriff 1st Class upon reaching seven (7) years service/seniority and must have successfully completed two hundred (200) hours of approved training. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Deputy Sheriff 1st Class.

**D. Senior Deputy: DBM B23B**

Officers rated Deputy Sheriff 1st Class will advance to Senior Deputy upon reaching twelve (12) years of service/seniority and the successful completion of an additional two hundred (200) hours of approved training. The two hundred (200) hours of approved training must have been completed while the officer was in the rate of Deputy Sheriff 1st Class. An officer may substitute up to one hundred (100) classroom hours of law enforcement college level classes for the two hundred (200) training hours required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Senior Deputy.

**E. Master Deputy: DBM B23C**

Officers rated Senior Deputy will advance to Master Deputy upon reaching seventeen (17) years of service/seniority and successfully completing an additional two hundred (200) hours of approved training while in the rate of Senior Deputy. An officer may substitute up to one hundred (100) classroom hours of college level courses for the two hundred (200) hours of training required. An officer will receive five percent (5%) proficiency pay upon meeting the requirements to become a Master Deputy.

**F. Officers transferring Bargaining Units**

The parties acknowledge that there are occasions when a detention officer transfers his or her employment from the detention bargaining unit to the law enforcement bargaining unit. While it is not as common, a law enforcement deputy may also transfer his or her employment from the law enforcement bargaining unit to the detention bargaining unit, upon appropriate training and certification. Because these transfers could otherwise involve the loss of substantial hourly or annual compensation, the parties agree that no such transferring employee shall lose more than ten percent (10%) of his or her former hourly rate of pay upon transfer.

A maximum of three (3) years credit will be awarded towards achieving Deputy 1st Class status for any deputy changing his or her bargaining unit during the first seven (7) years of employment with the Escondido County Sheriff's Office.

**22.03 Implementation**

CJSTC advanced/specialty courses completed or in which the officer is actively enrolled as of the date of ratification may be used to satis-

**Police Benevolent Association (PBA) - Special Agents CBU 10 Wage Proposals  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<b>Article 18/23:</b> (A) Allows for 15 minute rest periods during every 4 hour work shift. (B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty. (C) An employee shall not be required to take a lunch period except at the employee's discretion.	Indeterminate	
<b>Article 25:</b> Provides for a 5.0 percent increase on each CBU employee's base rate of pay, effective July 1, 2016.	\$858,906	Calculation is based on filled positions including benefits (245). LAS/PBS October 2015 data was the source for the calculation.
<b>Article 25:</b> Provides for a Career Path Pay Plan providing tiered increases at 5 year increments (2-5 yrs= 5%, 6-9 yrs=10%, 10-14 yrs=15%, 15+ yrs =20%) on each CBU employee's base rate of pay, effective July 1, 2016.	\$2,047,848	Calculation is based on eligible positions (filled for over 2 years) including benefits (214). People First as of Nov 30, 2015 was used for agency hire date and base salary rate.
<b>Article 27:</b> Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.	No Increased Cost	The Governor's Recommended Budget for Fiscal Year 2016-2017 maintains benefits at the status quo for the bargaining unit.
<b>Article 27:</b> Allows for vested employees to convert sick leave into individually owned health savings accounts.	Indeterminate	

**Teamsters Local Union No. 2011**  
**Security Services Unit – State Personnel System**  
**Current Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016-17 Successor Negotiations – All Articles Open for Negotiation**  
*Shaded = Closed/Tentatively Agreed*  
**Articles at Impasse: 5, 6, 7, 8, 9, 10, 13, 22, 24, 25, 27, 32**

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of 10/21/15:</u> Status Quo	<u>Union Proposal of 9/30/15:</u> Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
2 – Gender Reference	<u>State Proposal of 10/21/15:</u> Status Quo	<u>Union Proposal of 9/30/15:</u> Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
3 – Vacant	<u>State Proposal of 10/21/15:</u> Status Quo	<u>Union Proposal of 9/30/15:</u> Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
4 – No Discrimination	<u>State Proposal of 10/21/15:</u> Status Quo	<u>Union Proposal of 9/30/15:</u> Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
5 – Union Activities and Employee Representation	No proposal as of 11/23/15	<u>Union Proposal of 9/30/15:</u> Section 9(B) – The union proposes that negotiation team members be granted administrative leave for their attendance at negotiations equal to the duration of the employee's regular work day, i.e. 8, 10, or 12 hours.  New Section 11 – Agency Policy & Procedure – The union proposes that each agency provide at least 4 weeks' notice to the union when changing existing policy or procedure, as well as being prohibited from creating a new policy or procedure, or revising an existing policy or procedure that alters and/or conflicts with the terms of the Agreement.	

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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure	<p>State Proposal of 11/17/15:  Section 3(E)(3) – The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.</p> <p>The revised 11/17 proposal includes the statement that the grievance form shall be completed in its entirety.</p>	<p>No proposal as of 11/23/15</p>	<p>This revision ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.</p>
7 – Discipline and Discharge	<p>State Proposal of 9/30/15:  Section 1(D)(2) – state proposes to strike entire section which currently provides for employee preference concerning substitution of special compensatory leave in lieu of serving a disciplinary suspension. Striking the entire section requires an employee to serve a disciplinary suspension under all circumstances.</p>	<p>Union Proposal of 9/30/15:  Section 1 – new title, “Disciplinary Action” strikes previous limitation to disciplinary actions issued to permanent status employees and opening the article to all members regardless of status in their current position.</p> <p>Section 1(A) – Ch. 110.227, F.S. provides for permanent status employee appeal rights. The union proposes revision of cited language from Ch. 110.227, F.S., providing probationary status employees with the right to appeal disciplinary actions taken against them. The proposal includes employees who are probationary status upon promotion with the ability to appeal any demotion, dismissal, or</p>	

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Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge (continued)		<p>other disciplinary action taken against them, as noted in Sections 1(A)(1) and 1(A)(2).</p> <p>Section 1(E) – the union proposes a new section (E) which provides a sunset clause for disciplinary actions and their consideration in future progressive discipline. Written reprimands shall no longer be valid after three (3) years from date issued to employee and disciplinary suspensions shall no longer be valid after five (5) years from date issued to employee.</p> <p>Section 2 – the union proposes to strike this section which was inserted via impasse resolution in FY 2015-16, and states that an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), F.S., an agency may discipline or dismiss a probationary employee without a showing of cause.</p>	

**Teamsters Local Union No. 2011**  
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**Articles at Impasse: 5, 6, 7, 8, 9, 10, 13, 22, 24, 25, 27, 32**

Article	State Proposal	Union Proposal	Comments
8 – Workforce Reduction	No proposal as of 11/23/15	<p><u>Union Proposal of 11/17/15:</u></p> <p>Section 1 – (A)(3), (5), and (10)  Includes new language providing retention rights during the layoff process to employees who were recently promoted and are still in probationary status. Current contract language only provides retention rights during the layoff process to employees with permanent status.</p> <p>Section 2 – strikes current contract language in its entirety.</p> <p>New Section 2(A) – proposes that an employee who customarily performs work shall not be laid off as a direct and immediate result of the work being performed by an outside contractor on the premises of any major institution or probation or parole office.</p>	<p>The section 2 proposal is a mirror to the union's FY 15-16 proposal which was denied at impasse.</p>

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Article	State Proposal	Union Proposal	Comments
8 – Workforce Reduction (continued)		<p>New Section 2(B) – proposes if the state sells, leases, transfers or assigns any of its functions, the sale, lease, transfer or assignment shall be conditional upon and require the successor to be bound by the provisions of this collective bargaining agreement until its expiration date, at which time the successor will recognize and negotiate with the Teamsters and no other employee organization.</p>	
9 –Lateral Action, Reassignment, Transfer, Change in Duty Station	No proposal as of 11/23/15	No proposal as of 11/23/15	Proposal due from Teamsters at 12/3/15 negotiations.
10 – Promotions	No proposal as of 11/23/15	<p><u>Union Proposal of 9/30/15:</u>  Section 3(C) – The union proposes that the Department of Corrections promotional procedure, or a very similar one, be implemented at the Agency for Persons with Disabilities as well as Department of Children and Families when filling Institutional Security Specialist promotional vacancies.   Section 4(A) – This section addresses an employee’s probationary status upon promotion. The union proposes</p>	

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Article	State Proposal	Union Proposal	Comments
10 – Promotions (continued)		<p>that employees with probationary status upon promotion be excluded from probationary status dismissals which can be executed at the discretion of the agency head.</p> <p>Section 4(B) – The union proposes to reinstate language that provides for a probationary status employee's demotion to previous position with permanent status, prior to dismissal, for failure to meet established performance measures.</p>	<p>This language was removed via legislative impasse resolution in FY 2015-16.</p>
11 – Classification Review	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
12 – Personnel Records	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
13 – Safety	<p>No proposal as of 11/23/15</p>	<p>No proposal as of 11/23/15</p>	<p>Proposal due from Teamsters at 12/3/15 negotiations.</p>
14 – Performance Evaluations	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
15 – Seniority	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
16 – Drug Testing	<p><u>State Proposal of 11/25/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Waiting for TA</p>
17 – Death In-Line-Of-Duty Benefits	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
18 – Leaves of Absence	<p><u>State Proposal of 10/21/15:</u> Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u> Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>

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Article	State Proposal	Union Proposal	Comments
19 – Replacement of Personal Property	State Proposal of <u>10/21/15</u> : Status Quo	Union Proposal of <u>9/30/15</u> : Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
20 – Training	State Proposal of <u>11/25/15</u> : Status Quo	Union Proposal of <u>11/17/15</u> : Status Quo	Waiting for TA
21 – Compensation for Temporary Special Duty in Higher Level Position	State Proposal of <u>10/21/15</u> : Status Quo	Union Proposal of <u>9/30/15</u> : Status Quo	Tentatively agreed to and signed state's offer on 10/30/15.
22 – Job-Connected Disability	State Proposal of <u>9/30/15</u> : The State proposes to combine the old Sections 1 and 2 to create a new Section 1 titled "Disability Leave with Pay" – Current language is revised to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.	Union Proposal of <u>9/30/15</u> : Status Quo	State's proposal for Section 1 has no substantive effect on current policies and procedures.
23 – Hours of Work/Overtime	State Proposal of <u>11/25/15</u> : Status Quo	Union Proposal of <u>9/30/15</u> : Status Quo	Waiting for TA
24 – On-Call Assignment and Call-Back	No proposal as of 11/23/15	Union Proposal of <u>11/17/15</u> :  The union proposes a new section (C) - On-call assignments in Community Corrections shall be assigned first on a voluntary basis. If there are no volunteers for the on-call assignment, it will then be assigned based on a rotating basis.	

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Article	State Proposal	Union Proposal	Comments
25 – Wages	<p>Section 1 -- General Pay Provisions - Pay, including increases to base rate of pay and salary additives, shall be in accordance with the FY 16-17 GAA Act and other provisions of state law.</p> <p>Section 2 – Discretionary Performance Based Awards - The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during FY 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – FY 16-17 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the FY 16-17 GAA.</p>	<p><u>Union Proposal of 11/17/15:</u></p> <p>The union proposes a title change to Section 1 – General Pay <del>Provisions</del> <u>Wage Increase for Fiscal Year 2016-2017</u></p> <p>The union proposes a new Section (A), (B), and (C) –</p> <p>(A) Effective October 1, 2016, each full-time employee shall receive a competitive pay adjustment of three (3) percent to the employee’s September 30, 2016 base rate of pay (exclusive of any pay additives).</p> <p>(B) Effective October 1, 2016, each full-time employee, who has been employed by the Agency for at least three (3) years (as of September 30, 2016), but no more than five (5) years (as of September 30, 2016), shall receive a competitive pay adjustment of three (3) percent to the employee’s September 30, 2016 base rate of pay (exclusive of any salary additives), in addition to the three (3) percent</p>	<p><u>Costing of SSU Wage Increase Proposal:</u></p> <p>3% Base Pay Increase: \$23.5 Million</p>

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Article	State Proposal	Union Proposal	Comments
<p>25 – Wages (continued)</p>	<p>Section 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the FY 16-17 GAA, 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.</p> <p>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.</p> <p>Section 5 – Performance Pay - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized</p>	<p>competitive pay adjustment set forth in Section 1(A) immediately above.</p> <p>(C) Effective October 1, 2016, each full-time employee, who has been employed by the Agency for more than five (5) years (as of September 30, 2016), shall receive a competitive pay adjustment of five (5) percent to the employee's September 30, 2016 base rate of pay (exclusive of any salary additives), in addition to the three (3) percent competitive pay adjustment set forth in Section 1(A) immediately above, to address wage compression.</p> <p>The union also proposes revisions to Section 2 – <del>Other Pay Provisions</del> Pay Additives – Department of Corrections</p> <p>The union proposes the following career service pay additives for Department of Corrections employees, pursuant to Ch. 110.2035, F.S., 60L-32, F.A.C., and FY 2016-2017 GAA:</p>	<p>3% CPA for 3-5 years of unit service as well as 5% CPA for 5 or more years of unit service:</p> <p style="text-align: center;">\$28.5 Million</p>

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Article	State Proposal	Union Proposal	Comments
<p>25 – Wages (continued)</p>	<p>to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>Section 6 – Discretionary Competitive Pay Adjustments - In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p> <p>Section 7 – Other Pay Provisions – Department of Corrections - SQ</p>	<p>(A) Competitive Area Differential and Critical Market Pay, F.S. Section 110.2035(7)(a)(8)-(9): a 15% increase in each employee's base rate of pay for all employees who work in palm Beach, Broward, Dade and Monroe Counties. A 10% increase in each employee's base rate of pay for all employees who work in Charlotte, Orange, Hillsborough, Pasco, Martin, and St. Lucie Counties.</p> <p>(B) Shift Differential, F.S. Section 110.2035(7)(a)(1): a 5% increase in an employee's base rate of pay applicable to all hours worked between the hours of 6:00 pm and 6:00 am.</p> <p>(C) Hazardous Duties and/or Temporary Special Duties – general, F.S. Section 110.2035(7)(a)(3), (5): a 5% increase in each employee's base rate of pay for all employees who are members of the Canine Tracking Team, the Crisis</p>	<p>15% Base Pay Increase for EEs working in Palm Beach, Broward, Dade, and Monroe Counties as well as 10% Base Pay Increase for Charlotte, Orange, Hillsborough, Pasco, Martin, and St. Lucie Counties: \$17.7 Million</p> <p>Shift Differential Cost: Indeterminate</p>

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Article	State Proposal	Union Proposal	Comments
<p style="text-align: center;">25 – Wages (continued)</p>		<p>Negotiation Team (“CNT”), and the Crisis Intervention Team (“CIT”); a 7% increase in each employee’s base rate of pay for all employees who are assigned to Mental Health Units; a 7% increase in each employee’s base rate of pay for all employees who are assigned to</p> <p>Close Management; a 5% increase in each employee’s base rate of pay who are assigned to work with youthful offenders. Employees who are members of the Correctional Emergency Response Team (“CERT”) and the Rapid Response Team (“RRT”) shall continue to receive additional pay at the amount currently received.</p> <p>The union proposes to strike Section 5 – Performance Pay as well as Section 7 – Discretionary Raises.</p>	<p>Hazardous/Temporary Special Duties and internal DOC team base rate of pay increase: Indeterminate</p>
<p style="text-align: center;">26 – Uniform and Insignia</p>	<p><u>State Proposal of 11/17/15:</u> Statue Quo</p>	<p>No proposal as of 10/30/15</p>	<p>Tentatively agreed to and signed state’s offer on 11/17/15.</p>

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Article	State Proposal	Union Proposal	Comments
27 – Insurance Benefits	<p><u>State Proposal as of 11/23/15:</u>                      The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.</p> <p><u>State Proposal of 10/21/15:</u>                      Status Quo</p> <p>No proposal as of 11/23/15</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p> <p><u>Union Proposal of 11/17/15:</u>                      The union proposes revisions to Section 2 – Memorandum of Understanding/Settlements</p> <p>The proposal includes new language that states each MOU shall be effective for the time period specified in the particular MOU.</p> <p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Waiting for T.A</p> <p>Tentatively agreed to and signed state's offer on 10/30/15.</p> <p>Tentatively agreed to and signed state's offer on 10/30/15.</p> <p>Tentatively agreed to and signed state's offer on 10/30/15.</p> <p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
28 – Travel Expenses	<p><u>State Proposal of 10/21/15:</u>                      Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
29 – No Strike	<p><u>State Proposal of 10/21/15:</u>                      Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
30 – Vacant	<p><u>State Proposal of 10/21/15:</u>                      Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
31 – Management Rights	<p><u>State Proposal of 10/21/15:</u>                      Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
32 – Entire Agreement	<p>No proposal as of 11/23/15</p>	<p><u>Union Proposal of 11/17/15:</u>                      The union proposes revisions to Section 2 – Memorandum of Understanding/Settlements</p> <p>The proposal includes new language that states each MOU shall be effective for the time period specified in the particular MOU.</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>
33 – Savings Clause	<p><u>State Proposal of 10/21/15:</u>                      Status Quo</p>	<p><u>Union Proposal of 9/30/15:</u>                      Status Quo</p>	<p>Tentatively agreed to and signed state's offer on 10/30/15.</p>

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

**SECTION 1 - Definitions**

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

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

**SECTION 2 - Designation of Employee Representatives**

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

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

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

**SECTION 3 - Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 4'x4' for Union-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, employees. Once a location has been established, it shall not be moved without notice. Where the Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

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

- (1) Recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) Reports of Union committees
- (5) Union benefit programs

- (6) Current Union Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Department of Management Services
- (9) Notices of wage increases for covered employees

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

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

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

#### **SECTION 4 - Information**

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

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

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

#### **SECTION 5 - Occupation Profiles and Rules**

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

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

#### **SECTION 6 - Representative Access**

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

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

#### **SECTION 7 - New Employee Orientation and Training Academies**

The Union will be permitted a 15-minute presentation to address new employees at orientation and training academies. The Union may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the Union. A presentation may be made only once per academy class. The Union President or designee will be notified 14 days in advance of new employee training whenever practicable.

#### **SECTION 8 - Consultation**

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

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

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two Union representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Union Staff Representative. A copy of all requests shall be served on both the agency and the Union at their principal offices.

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

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

calendar days prior to the scheduled meeting date.

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

#### **SECTION 9 – Negotiations**

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

(B) The Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave, equal to the duration of the hours in the employee's regular work day, to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted ~~a maximum of eight hours~~ administrative leave, equal to the duration of the hours in the employee's regular work day, to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the Union's Negotiation Committee shall not exceed 1000 hours. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(C) No more than two employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

#### **SECTION 10 – Union Activities**

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

#### **SECTION 11 - Agency Policy and Procedure**

(A) An agency shall provide the Union with no less than four (4) weeks advance notice when it decides to change an existing agency policy or procedure.

(B) An agency is prohibited from creating a new policy or procedure, or making changes to an existing policy or procedure, that alters and/or conflicts with the terms of this Agreement.

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If a grievant or the Union has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the grievant or the Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the grievant or the Union. In the case of any duplicate

**For the State**

**For the Teamsters**

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

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

filing, the action first filed will be the one processed.

(B) A grievant who decides to use this grievance procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the grievant is represented by the Union, any decision agreed to by the state and Union shall be binding on the grievant.

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

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

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

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

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

(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance

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

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Holly Van Horsten  
Chief Negotiator

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

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

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

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

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

### **SECTION 3 – Procedures**

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

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

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

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant,

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**For the Teamsters**

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Michael Mattimore  
State's Chief Labor Negotiator

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Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
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or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the union.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the grievant or the grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the grievant and the grievant's representative, if any, within 10 days following the date the grievance is received at the Oral Step.

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

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

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

(2) Step 1

(a) If the grievant elects to utilize the oral discussion step and the grievance is not resolved, the grievant or the designated grievance representative may submit it in

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**For the Teamsters**

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

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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writing to the Step 1 management representative within 10 days following the receipt of the oral step decision. If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the grievant or the designated grievance representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following the date the grievance is received at Step 1.

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

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

(3) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit ~~it~~ the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When ~~the~~ a grievance is eligible for initiation at Step 2, the grievant or their representative shall complete in its entirety the grievance form contained in Appendix B of this Contract. ~~grievance form must contain the same information as a grievance filed at Step 1 above.~~

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**For the Teamsters**

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

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
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(b) The Agency Head or designated representative may meet with the grievant and/or the grievant's representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

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

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

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated Union representative, or the grievant or his representative, if not represented by the Union, may appeal the grievance, in writing, on a grievance form as contained in Appendix B of this Agreement, to the Department of Management Services within 15 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services shall discuss the grievance with the Union representative, or the grievant or representative if not represented by the Union. When the a grievance is eligible for initiation at Step 3, the grievant or their representative shall complete in its entirety the grievance form contained in Appendix B of this Agreement. the grievance form must contain the same information as the a grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the grievant and his representative within 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit

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

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Holly Van Horsten  
Chief Negotiator

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shall permit the grievant, or the Union where appropriate, to proceed to the next step.

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

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(6) Arbitration

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

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

(c) The arbitrator shall be one person from a panel of five arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration

**For the State**

**For the Teamsters**

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Michael Mattimore  
State's Chief Labor Negotiator

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Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
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hearing with the state and the Union representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

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

(f) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

(g) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this

**For the State**

**For the Teamsters**

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Michael Mattimore  
State's Chief Labor Negotiator

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Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

**For the State**

**For the Teamsters**

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Michael Mattimore  
State's Chief Labor Negotiator

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Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

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

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

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

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

**SECTION 4 – Time Limits**

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

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Michael Mattimore  
State's Chief Labor Negotiator

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Holly Van Horsten  
Chief Negotiator

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

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

**SECTION 5 – Exceptions**

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

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

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

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

(C) An employee who has not attained permanent status in his current position and

**For the State**

**For the Teamsters**

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Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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Date

therefore may be disciplined without a showing of cause may only file non-discipline grievances unless the processing of such grievances is further limited by specific provisions of this Agreement.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

**Article 7**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 –Discipline of Permanent Status Employees**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I.

(1) Such actions against employees with permanent status in their current position for disciplinary reasons may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable

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

(B) As an alternative to the grievance procedure, an employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with the Public Employees Relations Commission (PERC) within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), Florida Statutes.

(C) Where a disciplinary action may be appealed to PERC and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

(D) ~~For disciplinary suspensions, the following shall apply:~~

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension, and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

~~(2) The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, the agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.~~

## **SECTION 2 – Discipline of Probationary Employees**

Pursuant to Section 110.217(2), Florida Statutes, an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), Florida Statutes, an agency may discipline or dismiss a probationary employee without a showing of cause.

## **SECTION 3 – Counseling**

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; however, such

**For the State**

**For the Teamsters**

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

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

**SECTION 4 – Interrogation during Internal Investigations**

In the course of any internal investigation, the interrogation methods employed will be consistent with sections 112.532 and section 112.533, Florida Statutes.

**(A) Definitions**

For the purpose of this section the following definitions of terms as used in section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

**(B) Procedures**

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

**For the State**

**For the Teamsters**

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

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Holly Van Horsten  
Chief Negotiator

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(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

**For the State**

**For the Teamsters**

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

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Holly Van Horsten  
Chief Negotiator

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Article 7  
DISCIPLINE AND DISCHARGE

**SECTION 1 - Disciplinary Action Discipline of Permanent Status Employees**

(A) An employee who has attained permanent status in his current position, or had attained permanent status in his immediately prior position if he was recently promoted and is currently in probationary status in the position to which he was promoted, may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I.

(1) Such actions against employees with permanent status in their current, or immediately prior position, if the employee was recently promoted and is currently in probationary status in the position to which he was promoted, for disciplinary reasons may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable.

(2) Written reprimands may be grieved by employees with permanent status in their current, or immediately prior position, if the employee was recently promoted and is currently in probationary status in the position to which he was promoted, up to Step 3; the decision at that level shall be final and binding.

(B) As an alternative to the grievance procedure, an employee with permanent status in his current, or immediately prior position, if the employee was recently promoted and is currently in probationary status in the position to which he was promoted, may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with the Public Employees Relations Commission (PERC) within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), Florida Statutes.

(C) Where a disciplinary action may be appealed to PERC and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which

procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

(D) For disciplinary suspensions, the following shall apply:

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension, and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

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

(E) After a period of three (3) years from the date on which a written reprimand was assessed against an employee, the written reprimand shall no longer be valid and cannot be cited as a basis for subsequent discipline. After a period of five (5) years from the date on which a disciplinary suspension was assessed against an employee, the disciplinary suspension shall no longer be valid and cannot be cited as a basis for subsequent discipline.

## **SECTION 2 – Discipline of Probationary Employees**

~~Pursuant to Section 110.217(2), Florida Statutes, an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), Florida Statutes, an agency may discipline or dismiss a probationary employee without a showing of cause.~~

## **SECTION 3 2 – Counseling**

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not

discipline, are not grievable, and shall not become part of the employee's official personnel file; however, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

#### **SECTION 4-3 – Interrogation during Internal Investigations**

In the course of any internal investigation, the interrogation methods employed will be consistent with sections 112.532 and section 112.533, Florida Statutes.

##### **(A) Definitions**

For the purpose of this section the following definitions of terms as used in section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

##### **(B) Procedures**

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be

asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

#### **SECTION 5 4 – Employee Copy**

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

#### **SECTION 6 5 – Notice**

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 11C.227(5), Florida Statutes.

#### **SECTION 7 6 – Representation**

Where union representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, a union steward will

be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a Union Representative in a predetermination conference, the Union Representative shall be notified of the disposition of the predetermination conference.

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

**SECTION 1 – Layoffs**

(A) When employees are to be laid off as defined in the Florida Statutes, the state shall implement such layoff in the following manner:

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

(2) Layoff shall be by class or occupational level within the Security Services Bargaining Unit.

(3) An employee who has not attained permanent status in his current position may be laid off without applying the provision for retention rights, unless the employee is serving a probationary period in a position to which he has been newly promoted.

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

(5) All employees who have permanent status in their current positions, as well as those employees serving a probationary period in positions to which they have been newly promoted, shall be ranked on a layoff list for the affected class or level based on the total retention points derived as follows:

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five

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years immediately prior to the agency's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

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

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

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

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

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

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

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

(10) An employee who has permanent status in his current position, as well as an employee serving a probationary period in position to which he has been newly promoted, and that is to be laid off shall be given at least 14 calendar days' notice of such layoff or two weeks' pay, or a combination of days of notice and pay. Any payment will be made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a lateral action, reassignment, or demotion within the competitive area in lieu of layoff to a position in a class within the bargaining unit in which the employee held permanent status, or to a position in a class at the level of or below the class in the bargaining unit in which the employee held permanent status.

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

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

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

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

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

## SECTION 2 – Job Security

~~The state shall make a reasonable effort to notify the Union at least 30 days in advance of classes within the bargaining unit that will be involved in a layoff, and of the scheduled closing of a correctional facility or specific unit thereof. Prior to the actual layoff or scheduled closing, the state will meet with the Union to discuss the effect of the lay off on the employees involved.~~

(A) In no event shall any bargaining unit employee who customarily performs the work in question be laid off as a direct and immediate result of the work being performed by any outside contractor on premises of any major institution or probation and parole office.

(B) If the state sells, leases, transfers or assigns any of its functions, the state shall inform the purchaser, lessee or successor of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional on the successor assuming all the conditions and obligations of this agreement, including but not limited to the retention of all employees. Any sale, lease, transfer or assignment shall include a provision requiring the successor to be bound by all the provisions of this agreement until its next expiration date, at which time the successor organization will recognize and negotiate with this union and no other employee organization.

## SECTION 3 – Recall

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

(A) For one year following layoff, when a position is to be filled or a new position is established in the same agency and in the same class within the affected competitive area, a laid off employee with the highest number of retention points shall be offered reemployment; subsequent offers shall be made in the order of an employee's total retention points.

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Reemployment of such employees shall be with permanent status in their position. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who ~~has attained permanent status in his current position and~~ accepts a voluntary demotion in lieu of layoff and is subsequently promoted ~~within one year following demotion~~ to a position in the same class in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in the position.

**SECTION 4 – Grievability**

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

**Article 10  
PROMOTIONS**

(A) The state and the Union agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

**SECTION 2 – Procedures**

(A) An employee who has attained permanent status in his current position may apply for a promotion by submitting a Request for Promotion Form furnished by the agency in which the promotional position is located, to be considered for promotional vacancies. Such requests shall indicate the class(es)/broadband level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee’s request for promotion.

(B) An employee may submit a request for promotion at any time; however, all such requests shall expire on May 31 of each calendar year.

(C) When an employee has been promoted pursuant to a request filed under this Article all other pending requests for promotion from that employee shall be canceled. No other requests for promotion may be filed by that employee under this Article for a period of 12 months following the employee’s

promotion.

### **SECTION 3 – Method of Filing Vacancies**

(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. The standard selection process for filling institutional security specialist promotional vacancies covered by this Agreement shall ~~continue in effect during the term of this Agreement.~~ shall mirror Department of Corrections Procedure Number 208.005.

### **SECTION 4 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. Except for an employee who is serving a probationary period based in conjunction with an internal agency promotion, an employee who has not attained permanent status in his current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head.

(B) If an employee who has received an internal agency promotion from a position in which the employee held permanent status is to be dismissed from the promotional position for failure to meet the established performance standards of the promotional position while in probationary status, the agency, before dismissal, shall return the employee to his or her former position, or to a position with substantially similar duties and responsibilities as the former position, if such a position is vacant. An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

### **SECTION 5 – Relocation Allowance**

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

**SECTION 6 – Grievability**

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, which decision shall be final and binding.

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

**Article 22**  
**JOB-CONNECTED DISABILITY**

**SECTION 1 – ~~Section 440.15, Florida Statutes, Full-Pay Status~~**

~~(A) — An employee who sustains a job connected disability and meets the eligibility requirements, as provided for in section 440.15, Florida Statutes, may be carried in full-pay status.~~

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

**SECTION 21 – ~~Rule 60L-34, Florida Administrative Code, Disability Leave with Pay~~**

~~(A) An employee who sustains a job-connected related disability which is not covered by Section 1 above, and is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Rule 60L-34, Florida Administrative Code provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether an employee should be carried in full-pay status for more than 26 weeks. shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.~~

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

~~(1) An employee who is maliciously or intentionally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.~~

~~(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include~~

**For the State**

**For the Teamsters**

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

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Holly Van Horsten  
Chief Negotiator

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Date

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Date

the information described in Rule 60L-34.0061(1)(b)2. The Department shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

~~(B) An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay.~~

### **SECTION 3 2 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under the Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This assignment shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Agency Head or designee shall attempt to reasonably accommodate any written request by the employee to be assigned duties in a different vacant classification within the employee's medical restrictions.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

**For the State**

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

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

Article 24  
**ON-CALL ASSIGNMENT AND CALL-BACK**

**SECTION 1 – On-Call**

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

**SECTION 2 – On-Call Additive**

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

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(C) On-call assignments in Community Corrections shall be assigned first on a voluntary basis. If there are no volunteers for the on-call assignment, it will then be assigned based on a rotating list.

**SECTION 3 – Call-Back**

(A) When an employee who has been placed on-call in accordance with Section 1 above, is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater. If the officer in charge determines the officer is no longer needed, the officer will be given the option of leaving or working up to three hours. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

(E) For employees assigned GPS (Global Positioning System) monitoring duties, time spent waiting from an initial call of a GPS violation until the GPS violation has been cleared will be considered time worked, up to a maximum of 15 minutes for each separate incident. While the statewide average to clear a call is 12 minutes, occasionally a call may take longer than 15 minutes to clear. Should this situation occur, the employee may request through their chain of command that the additional waiting time be considered time worked. Such requests shall be considered on a case-by-case basis. This wait time will be counted toward any overtime calculation. During the term of the contract the parties agree to meet and discuss GPS monitoring duties if the Union has any concerns with the program.

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35,

**For the State**

**For the Teamsters**

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

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Holly Van Horsten  
Chief Negotiator

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Date

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Date

Florida Administrative Code.

**SECTION 6 – Discretionary Competitive Pay Adjustments**

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

**SECTION 7 – Other Pay Provisions – Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections’ employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

**(A) Initial Appointment**

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of

**For the State**

**For the Teamsters**

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

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Date

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Date

appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

**(B) Pay upon Promotion Appointment**

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

**(C) Pay upon Demotion Appointment**

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary

**For the State**

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

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

**For the State**

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

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

Article 25  
WAGES

SECTION 1 – General Pay-Provisions Wage Increase for Fiscal Year 2016-2017

(A) Effective October 1, 2016, each full-time employee shall receive a competitive pay adjustment of three (3) percent to the employee's September 30, 2016 base rate of pay (exclusive of any pay additives).

(B) Effective October 1, 2016, each full-time employee, who has been employed by the Agency for at least three (3) years (as of September 30, 2016), but no more than five (5) years (as of September 30, 2016), shall receive a competitive pay adjustment of three (3) percent to the employee's September 30, 2016 base rate of pay (exclusive of any salary additives), in addition to the three (3) percent competitive pay adjustment set forth in Section 1(A) immediately above.

(C) Effective October 1, 2016, each full-time employee, who has been employed by the Agency for more than five (5) years (as of September 30, 2016), shall receive a competitive pay adjustment of five (5) percent to the employee's September 30, 2016 base rate of pay (exclusive of any salary additives), in addition to the three (3) percent competitive pay adjustment set forth in Section 1(A) immediately above, to address wage compression.

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 20156-20167 General Appropriations Act.

SECTION 2 – Other Pay-Provisions Pay Additives – Department of Corrections

Pursuant to Florida Statute Section 110.2035, Chapter 60L-32, Florida Administrative Code, and the Fiscal Year 2016-2017 General Appropriations Act, the Department of Corrections shall provide the following career service pay additives:

(A) Competitive Area Differential and Critical Market Pay, Florida Statute Section 110.2035(7)(a)(8)-(9): a 15% increase in each employee's base rate of pay for all employees who work in Palm Beach, Broward, Dade and Monroe Counties. A 10% increase in each employee's base rate of pay for all employees who work in Charlotte, Orange, Hillsborough, Pasco, Martin and St. Lucie Counties.

(B) Shift Differential, Florida Statute Section 110.2035(7)(a)(1): a 5% increase in an employee's base rate of pay applicable to all hours worked between the hours of 6:00 pm and 6:00 am.

(C) Hazardous Duties and/or Temporary Special Duties – general, Florida Statute Section 110.2035(7)(a)(3),(5): a 5% increase in each employee's base rate of pay for all employees who members of the Canine Tracking Team, the Crisis Negotiation Team ("CNT"), and the Crisis Intervention Team ("CIT"); a 7% increase in each employee's base rate of pay for all employees who are assigned to Mental Health Units; a 7% increase in each employee's base

rate of pay for all employees who are assigned to Close Management; a 5% increase in each employee's base rate of pay who are assigned to work with youthful offenders. Employees who are members of the Correctional Emergency Response Team ("CERT") and the Rapid Response Team ("RRT") shall continue to receive additional pay at the amount currently received.

**SECTION 23 -- Other Pay Provisions -- Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

**(A) Initial Appointment**

The following shall apply to all employees who are appointed to a position with probationary status:

**(1) Persons appointed to a position prior to being certified by the Criminal**

Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

**(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.**

**(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.**

**(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.**

**(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.**

**(B) Pay upon Promotion Appointment**

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

**(C) Pay upon Demotion Appointment**

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

**SECTION 3 4 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 4 5 – Cash Payout of Annual Leave**

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

**~~SECTION 5 – Performance Pay~~**

~~In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.~~

**SECTION 6 – Savings Sharing Program**

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

**~~SECTION 7 – Discretionary Raises~~**

~~In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.~~

**Article 27**  
**INSURANCE BENEFITS**

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

**For the State**

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

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

Article 32  
**ENTIRE AGREEMENT**

**SECTION 1 – Agreement**

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

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

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

**SECTION 2 – Memorandum of Understanding/Settlements**

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement without having to be ratified by employees. Each memorandum of understanding shall be effective for the time period specified in the particular memorandum of understanding.

**Teamsters- Security Services Bargaining Unit- (08)  
Fiscal Year 2016-17**

Union/Issue	Estimated Cost	Comments
<b>Article 25 (1)(A):</b> Provides all officers in this bargaining unit shall receive a pay adjustment of 3.0 percent on each employee's September 30, 2016 base rate of pay, effective October 1, 2016.	\$23.5M	Calculation is based on filled positions including benefits (17,898). LAS/PBS October 2015 data was the source for the calculation.
<b>Article 25(1)(B)&amp;(C):</b> Provides members of the bargaining unit shall receive wage increases of 3% for those employed from 3 to 5 years, and 5% for those with 5 or more years of service.	\$28.5 M	A 3%/5% increase was calculated for filled positions in the CBU. People first was the source used for the calculation. Costing prepared by OPB includes Retirement and FICA.
<b>Article 25(2)(A):</b> Provides CAD and CMP 15% increase to base rate for all employees who work in Palm Beach, Broward, Dade, and Monroe Counties. 10% for Charlotte, Orange, Hillsborough, Pasco, Martin, and St. Lucie Counties.	\$17.7M	A 15% increase was calculated for counties (06,13,44, and 50) and a 10% CMP for counties (08,29,43,48,51, and 56) based on base rate of pay and county code identified in LASPBS October 2015. Costing prepared by OPB includes Retirement and FICA.
<b>Article 25(2)(B):</b> Provides members of the bargaining unit shall receive a 5% increase in employees base rate for all hours worked between 6pm and 6am.	Indeterminate	
<b>Article 25(2)(C):</b> Provides Hazardous Duties and/or Temporary Special Duties: a 5% increase in each employee's base rate of pay for all employees who members of the Canine Tracking Team, the Crisis Negotiation Team ("CNT"), and the Crisis Intervention Team ("CIT"); a 7% increase in each employee's base rate of pay for all employees who are assigned to Mental Health Units; a 7% increase in each employee's base rate of pay for all employees who are assigned to Close Management; a 5% increase in each employee's base rate of pay who are assigned to work with youthful offenders. Employees who are members of the Correctional Emergency Response Team ("CERT") and the Rapid Response Team ("RRT") shall continue to receive additional pay at the amount currently received.	Indeterminate	

**Federation of Physicians and Dentists**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
**Current One -Year Agreement Expires June 30, 2016**  
**Status of Collective Bargaining as of November 25, 2015**  
**Fiscal Year 2016 – 2017 Successor Agreement Negotiations – All Articles Open for Negotiation**  
**Shaded = Closed/Tentatively Agreed**  
**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
1 - Recognition	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
2 – Gender Reference	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
3 - Vacant	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
4 – No Discrimination	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
5 – Union Activities and Employee Representation	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
6 – Grievance Procedure	<p>State Proposal of 11/25/15:  Section (4)(D)(3)(a) - Allows the Grievant's Representative to file a Step 2 grievance on the grievant's behalf.</p> <p>The use of the grievance form (Appendix B of the Agreement), has been included at each step of the grievance procedure. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance. The grievance form must be completed in its entirety.</p>	No Union proposal as of 11/25/15	<p>This ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.</p> <p>Creates uniformity in the submittal of grievances at each step of the grievance process.</p>

**Federation of Physicians and Dentists**  
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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (cont'd)	<p>Representative to submit written grievance on the grievant's behalf using the grievance form contained in Appendix B. The grievance shall include a copy of the grievance form submitted at each step, together with the written response and documents in support of the grievance. The grievance form must be completed in its entirety.</p> <p>Section (4)(D)((5) – New Language- When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.</p>		
7 – Employee Standards of Conduct	<p>State proposal of November 25, 2015</p> <p>Status Quo</p>	<p>Union proposal of 11/25/15</p> <p>Section 4(C) New Language:  Proposes that a limit on the timeframe for an employee subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee for a period of not more than one year from date of hire. Employees retained thereafter shall be subject suspension, dismissal, reduction in pay, demotion, transfer</p>	

**Federation of Physicians and Dentists**  
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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
7 – Employee Standards of Conduct (continued)		or other personnel action only for just cause. Proposes deletion of Section 4(D)	
8 – Employee Rights	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
9 - Vacant	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
10 – Career Opportunities	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
11 – Classification and Pay Plan	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
12 – Personnel File	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
13 – Safety	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
14 – Review and Performance Evaluations	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
15 – Scope of Professional Responsibilities	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
16 – Employment Outside State Government	State proposal of November 25, 2015: Status Quo:	No Union proposal as of 11/25/15	
17 – Drug Testing	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	

**Federation of Physicians and Dentists**  
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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
18 – Hours of Work/Overtime & Leaves of Absence	<p>State Proposal of 11/25/15:            The State proposes to create a new Section 4 entitled “Disability Leave with Pay” – Current language is revised to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p> <p><b>SECTION 4 – Disability Leave with Pay</b></p> <p>(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.</p> <p>(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-</p>	<p>No Union proposal as of 11/25/15</p>	<p>State’s proposal for Section 4 has no substantive effect on current policies and procedures.</p>

**Federation of Physicians and Dentists**  
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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
Article 18 – Hours of Work/Overtime & Leaves of Absence (continued)	<p>pay status.</p> <p>(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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.</p> <p>(1) An agency may request permission</p>		

**Federation of Physicians and Dentists**  
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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
Article 18 – Hours of Work/Overtime & Leaves of Absence (continued)	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.		
19 - Holidays	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
20 - Training	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
21 – Travel Expenses	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
22 – Replacement of Personal Property	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
23 – Insurance Benefits	State proposal of November 23, 2015: Selected Exempt Service employees shall pay the same health insurance premiums as	Union proposal as of 11/25/15: Represented SES Employees enrolled in the State Group Health	

**Federation of Physicians and Dentists**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
23 – Insurance Benefits (continued)	Career Service employees.	Insurance program shall maintain current (as of 6/30/16) benefit levels and premium costs. Plan design, deductibles, and other issues shall only be subject to change after a 30 day notice to the Union prior to the yearly enrollment period occurring October 2016.	
24 – Vacant	State proposal of November 25, 2015: Status Quo	Union proposal as of 11/25/15 New Article: Retirement Benefits Retirement shall be provided in accordance with Chapter 121, Florida Statutes (2013). Any changes in this Statute affecting t shall only apply to this Bargaining Unit until and unless the Parties have entered into negotiations on the impact of any such changes.	
25 – Wages	State proposal of November 23, 2015: SECTION 1 – Pay Provisions – General - Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 16-17 GAA and other provisions of state law. SECTION 2 – Discretionary Performance Based Awards - The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of	Union proposal as of 11/25/15 Section 1-Pay Provisions-General Delete <del>Agencies authority</del> -Each employee with at least 1 year of service and a satisfactory performance rating shall receive a 4% pay increase or \$2000, whichever is greater <del>to provide</del> increases to employee’s base rate of pay and salary additives from	

**Federation of Physicians and Dentists**

**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**

**Current One - Year Agreement Expires June 30, 2016**

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**Fiscal Year 2016 – 2017 Successor Agreement Negotiations – All Articles Open for Negotiation**

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**Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
25 – Wages (cont'd)	<p>agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 15-16. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 16-17 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the FY 16-17 GAA.</p> <p><b>SECTION 3 – Deployment to a Facility or Area Closed due to Emergency -</b> In accordance with the authority provided in the FY 16-17 GAA, 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.</p> <p><b>SECTION 4 – Cash Payout of Annual Leave -</b> Permanent Career Service employees may be given the option of receiving up to 24 hours of</p>	<p>available agency funds shall be in accordance with this Agreement, state law, and the FY 2016-17 GAA.</p> <p>Section 2- Each Agency shall grant a temporary special duties pay additive in accordance with the FY 2016-17 GAA.</p> <p>Section 3- Performance Pay- In accordance with the FY 2016-17 GAA, each agency is authorized to grant \$1,000 merit pay increases.</p> <p>Section 5- Discretionary Raises- In accordance with the FY 2016-17 GAA, each agency is authorized to grant up to \$2,000 in competitive pay adjustments.</p>	

**Federation of Physicians and Dentists  
 Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System  
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 Impasse Articles: 1-28 and 30**

Article	State Proposal	Union Proposal	Comments
25 – Wages (cont'd)	<p>unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p><b>SECTION 5 – Performance Pay -</b>            In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p><b>SECTION 6 – Discretionary Competitive Pay Adjustments -</b>            In accordance with the authority provided in the FY 16-17 GAA, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		
26 – Printing of the Agreement	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
27 - Vacant	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	
28 – Management Rights	State proposal of November 25, 2015: Status Quo	No Union proposal as of 11/25/15	

**Federation of Physicians and Dentists**

**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**

**Current One - Year Agreement Expires June 30, 2016**

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**Impasse Articles: 1-28 and 30**

<b>Article</b>	<b>State Proposal</b>	<b>Union Proposal</b>	<b>Comments</b>
30 – Savings Clause	State proposal of November 25, 2015: Status Quo:	No Union proposal as of 11/25/15	

**Article 6  
GRIEVANCE PROCEDURE**

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

**SECTION 1 – Definitions**

(A) A “grievance” shall mean a complaint by an employee or the Union that there has been a violation or misinterpretation of the provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) “Grievant” shall mean an employee having a grievance.

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

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

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

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

**For the State**

**For the FPD**

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 2 - Election of Remedy**

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

**SECTION 3 - Grievance Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative's immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When a grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of a Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and the decision agreed to by the state and the Union shall be binding on the grievant.

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

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and the state will not recognize a person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the work hours of grievant, a representative of the grievant, or any

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
Interim Executive Director

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Date

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required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearing outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the Union.

**SECTION 4 – Procedures**

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

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

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

**(1) Oral Discussion**

(a) An employee having a grievance may, within 10 days following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, or may file a written grievance at Step 1.

(b) If the grievance is not resolved by such informal discussion, the employee may, within 15 days following the date of that discussion, submit a written grievance at Step 1 of this procedure.

**(2) Step 1**

(a) If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
Interim Executive Director

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

(b) The Step 1 management representative or designee shall meet with the Union Representative to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within 10 days following receipt of the written grievance.

**(3) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

**(4) Step 3**

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's FPD Representative may submit the grievance in writing on the grievance form contained in Appendix B of this Agreement to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievance form must be completed in its entirety.

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
Interim Executive Director

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Date

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative within 15 days following receipt of the written grievance.

**(5) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.

**(6) Step 4 – Arbitration**

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and Union representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(c) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence,

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State's Chief Labor Negotiator

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**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

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location of witnesses and existence of appropriate facilities, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

(d) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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Date

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law.

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

(g) 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).

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

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

1. An award for back pay shall not exceed the amount of pay the employee would otherwise have earned at his regular rate of pay, shall be reduced by the amount

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
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of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

2. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

**(7) Time Limits**

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

(d) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

(8) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

**SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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Date

consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

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

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

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

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Date

Article 7  
EMPLOYEE STANDARDS OF CONDUCT

SECTION 1- Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during an investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee prior to the time of the meeting.

SECTION 2- Employee Election

An employee's rights are not violated where an investigatory proceeding takes place and the employee fails to request representation, unless the employer fails to advise the employee of the purpose of the meeting.

SECTION 3- State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

SECTION 4 - Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this unit are assigned, is designed to provide the delivery of high quality performance in selected positions by facilitating the state's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each employee shall serve at the pleasure of the Agency Head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee for a period of not more than one year from date of hire. Employees retained thereafter shall be subject suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head or design. Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, the State shall provide the Union documentation related to the adverse personnel action.

~~(D) If not available electronically, the state will, upon the payment of appropriate costs, provide the union with copies of public records related to all personnel actions. Requests shall be provided in accordance with Chapter 119, Florida Statutes.~~

**Article 18**  
**HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE**

**SECTION 1 - Hours of Work – Excluded Employees**

Inasmuch as an excluded employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid, except where a compensatory leave plan has been approved by Department of Management Services and the respective employee's agency. The authorized supervisor shall, by written procedures, establish the work hours and attendance and leave requirements for excluded employees. Such written procedures, as a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, compensatory leave or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the Agency Head or designee. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

**SECTION 2 – Hours of Work and FLSA Overtime for Included Employees**

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the employee is a non-exempt (included) or exempt FLSA employee. Employees will be informed of changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

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

(C) Hours of work in excess of 40 hours in the workweek will qualify full-time included employees (not exempt under the FLSA) for overtime. Payment of overtime shall be in accordance with the provisions of Rule 60L-34.0031, F.A.C.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

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

### **SECTION 3 – Leaves of Absence**

The general requirements for leave earning, approval and use are governed by the provisions of Chapter 60L-34, Florida Administrative Code and section 110.219, Florida Statutes.

### **SECTION 4 – Disability Leave with Pay**

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

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

(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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to

For the State

For the FPD

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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Date

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.

**For the State**

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

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 23**  
**INSURANCE BENEFITS**

The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

Article 23  
INSURANCE BENEFITS

Represented SES Employees enrolled in the State Group Health Insurance program shall maintain current (as of 6/30/2016) benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change after a 30 day notice to the Union prior to the yearly enrollment period occurring October 2016.

For the State

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

\_\_\_\_\_  
Date

For the FPD

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

Article 24  
Vacant  
NEW- Retirement Benefits

Retirement shall be provided in accordance with Chapter 121, Florida Statutes (2013). Any changes in this Statute affecting t shall only apply to this Bargaining Unit until and unless the Parties have entered into negotiations on the impact of any such changes.

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**SECTION 5 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

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Date

Article 25  
WAGES

SECTION 1-Pay Provisions-General

~~Agencies' authority~~ Each employee with at least 1 year of service and a satisfactory performance rating shall receive a 4% pay increase or \$ 2,000, whichever is greater to provide increases to employee's base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3-Performance Pay

In accordance with the authority provided in the Fiscal Year 2016-17 General Appropriations Act, and from existing agency resources, each agency is authorized to grant \$1,000 merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 -Savings Sharing Program

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

SECTION 5-Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds, each agency is authorized to grant up to \$2,000 in competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

For the FPD

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Interim Executive Director

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Date

**- Selected Exempt Service - Non-Professional Supervisors-CBU 86  
Fiscal Year 2016-2017**

Union/Issue	Estimated Cost	Comments
<p><b>Article 23:</b> Provides represented SES Employees enrolled in the State Group Health Insurance program shall maintain current (as of 6/30/2016) benefit levels and premium costs. Plan design, deductibles' and other issues shall only be subject to change after a 30 day notice to the Union prior to the yearly enrollment period occurring October 2016.</p>		<p>The Governor's Recommended Budget for Fiscal Year 2016-2017 maintains benefits at the status quo for the bargaining unit.</p>
<p><b>Article 25 (1):</b> Provides that each employee with at least 1 year of service and a satisfactory performance rating shall receive a 4% pay increase or \$ 2,000, which ever is greater to employee's base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2016-2017 General Appropriations Act.</p>	<p align="center">\$2,973,909</p>	<p>A 4% salary increase (with a 2,000 minimum) was calculated for filled positions . LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have satisfactory performance (1,315.5 filled positions from Oct 2015).</p>
<p><b>Article 25 (3):</b> Provides that in accordance with the authority provided in the Fiscal Year 2016-17 General Appropriations Act, and from existing agency resources, each agency is authorized to grant \$1,000 merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 601 -35, Florida Administrative Code.</p>	<p align="center">\$1,354,568</p>	<p>A \$1,000 merit increase was calculated for filled positions . LAS/PBS was the source used for the calculation. Costing prepared by OPB (1,315.5 filled positions from Oct 2015).</p>
<p><b>Article 25 (5):</b> Provides that in accordance with the authority provided in the Fiscal Year 2016-17 General Appropriations Act, contingent on the availability of funds, each agency is authorized to grant up to \$2,000 in competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>	<p align="center">\$2,707,917</p>	<p>A \$2,000 pay increase was calculated for filled positions . LAS/PBS was the source used for the calculation. Costing prepared by OPB (1,315.5 filled positions from Oct 2015).</p>

**Federation of Physicians and Dentists (“FPD”)**  
**SES Physicians Unit – State Personnel System**  
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**Fiscal Year 2016 – 2017 Successor Agreement Negotiations – All Articles Open for Negotiation**  
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**Articles at Impasse: 1-23 and 25**

Article	State Proposal	Union Proposal	Comments
1-Recognition	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
2-Gender Reference	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
3-Vacant	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
4-No Discrimination	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
5-Employee Rights, Management, and Union Communications	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
6-Grievance Procedure	<p>State Proposal of 11/25/15:</p> <p>Section (4)(C)(3)(a) – Allows the Grievant’s Representative to file a Step 2 grievance on the grievant’s behalf.</p> <p>The use of the grievance form (Appendix B of the Agreement), has been included at each step of the grievance procedure. The Association must complete and file the grievance form at each step of the process. The grievance shall include a copy of the grievance form submitted at each step, together with the written response and documents in support of the grievance. The grievance form must be completed in its entirety.</p> <p>Section (4)(C)(4)(a)- Allows the Grievant’s Representative to submit a written grievance on the grievant’s behalf using the grievance form contained in Appendix B. The grievance shall include a copy of the grievance form submitted</p>	No Proposal as of 11/25/15	<p>This revision ensures consistency at each step of the grievance procedure and requires the Association representative or employee to articulate the exact reason for the grievance as well as the requested relief.</p> <p>Creates uniformity in the submittal of grievances at each step of the grievance process.</p>

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Article	State Proposal	Union Proposal	Comments
6-Grievance Procedure (continued)	<p>at each step, together with the written response and documents in support of the grievance. The grievance form must be completed in its entirety.</p> <p>Section (4)(C)((5)- New Language- When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.</p>		
7-Employee Standards of Conduct and Performance	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
8-Termination Due to a Reduction in Force and Recall	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
9-Reassignment	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
10-Classification and Pay Plan	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
11-Classification Review and Professional Practice Scope	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
12-Personnel Records	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
13-Safety	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
14-Replacement of Personal Property	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
15-Drug Testing	No Proposal as of 11/25/15	No Proposal as of 11/25/15	

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Article	State Proposal	Union Proposal	Comments
16- Leaves of Absence, Hours of Work	<p>State Proposal of 11/25/15:</p> <p>The State proposes adding “And Disability Leave with Pay” to the article’s title. The state also proposes creating New Section 4- “Disability Leave with Pay” to include language to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p>	No Proposal as of 11/25/15	State’s proposal has no substantive effect on current policies and procedures.
17- Training and Education	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
18 – Wages	<p>State Proposal as of 11/23/15:</p> <p>SECTION 1 – Pay Provisions – General Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other provisions of state law.</p> <p>SECTION 2 – Discretionary Performance Based Awards - The Governor’s Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 -- Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s</p>	No Proposal as of 11/25/15	

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Article	State Proposal	Union Proposal	Comments
	<p>Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.</p> <p>SECTION 3 – Deployment to a Facility or Area Closed due to Emergency - In accordance with the authority provided in the Fiscal Year 2016-2017 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.</p> <p>SECTION 4 – Performance Pay - In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p>		

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**Articles at Impasse: 1-23 and 25**

Article	State Proposal	Union Proposal	Comments
	SECTION 5 -- Discretionary Competitive Pay Adjustments  In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.		
19-Insurance Benefits	State Proposal as of 11/23/15: The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.	No Proposal as of 11/25/15	
20-Per Diem and Travel Expenses	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
21-Pay Plan and Classification of Work	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
22-Vacant	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
23-Management Rights	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
25-Savings Clause	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

**SECTION 2 – Election of Remedy**

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

**SECTION 3 – Grievance Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative’s immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and any decision agreed to by the state and the Union shall be binding on the grievant.

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

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and Grievance Representatives. The state will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

**For the State**

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

**SECTION 4 – Procedures**

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

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

(C) Grievances shall be presented and adjusted in the following manner.

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, or may file a written grievance at Step 1.

(b) If the grievance is not resolved by such informal discussion, the employee may, within 10 days following the date of that discussion, submit a written grievance at Step 1 of this procedure.

(2) Step 1

(a) If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the grievant and/or the Union Representative to discuss the grievance and shall communicate a decision in writing to the grievant and to the Union Representative, if any, within 10 days following receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may appeal the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievant must complete the same sections of the grievance form filed at Step 2 as for a grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with all written responses and documents in support of the grievance.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's Representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievant must complete the same sections of the grievance form filed at Step 3 as for a grievance filed at Step 1 or 2.

For the State

\_\_\_\_\_  
Michael Mattimore  
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\_\_\_\_\_  
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(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative within 15 days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.

(6) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and Union representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(c) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as

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other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

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

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

**For the State**

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3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Selected Exempt Service Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy, other than to determine that such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(g) The fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

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

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

(i) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

1. 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 employee would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

#### **SECTION 5 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

**For the State**

**For the FPD**

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Michael Mattimore  
State's Chief Labor Negotiator

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Mark Neimeiser  
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Date

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

**SECTION 6 - Exceptions**

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

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

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

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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Interim Executive Director

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**Article 16**  
**LEAVES OF ABSENCE, HOURS OF WORK, AND DISABILITY LEAVE WITH PAY**

**SECTION 1 - Hours of Work, Holidays and Leave**

(A) Inasmuch as an employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for employees. Such written procedures, at a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the Agency Head. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

(B) Employees are entitled to the holidays provided for in section 110.117, Florida Statutes. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee would be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time in accordance with Article 5, Section 2 of this Agreement. Each employee is entitled to a personal holiday as governed by the provisions of section 110.117, Florida Statutes.

(C) The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and section 110.219, Florida Statutes.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**SECTION 2 - Union Activities**

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

**SECTION 3 – Negotiation Committee**

(A) The Union may designate certain employees to serve on its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The agency shall not reimburse employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one employee shall be selected from the same work-unit at any one time, nor shall the selection of an employee unduly hamper the operations of the work unit.

**SECTION 4 – Disability Leave with Pay**

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

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

(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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with

For the State

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

\_\_\_\_\_  
Date

For the FPD

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 18  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

---

Date

**SECTION 5 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FPD**

---

Mark Neimeiser  
Interim Executive Director

---

Date

**Article 19**  
**INSURANCE BENEFITS**

The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Federation of Physicians and Dentists / State Employees Attorneys Guild**  
**Selected Exempt Service (SES) Attorneys Unit – State Personnel System**  
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**Shaded = Closed/Tentatively Agreed**  
**Impasse Articles: 1-23 and 25**

Article	State Proposals	Union Proposals	Comments
1 – Recognition	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
2 – Gender Reference	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
3 – Vacant	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
4 – No Discrimination	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
5 – Employee Rights, Management, and Union Communications	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
6 – Grievance Procedure	<p>State Proposal 11/25/15:  Section 4(C)(3)(a): Added language allowing the grievant’s FPD representative to appeal a grievance on the grievance form contained in Appendix B of this agreement. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.</p> <p>Section 4(C)(4)(a): New Language:  The grievant’s FPD representative may submit the grievance in writing on the grievance form contained in Appendix B of this Agreement. The grievance form must be completed in its entirety.</p>	No Proposal as of 11/25/15	<p>This ensures consistency at each step of the grievance procedure and requires the union representative or employee to articulate the exact reason for the grievance as well as the requested relief.</p> <p>Creates uniformity in the submittal of grievances at each step of the grievance process.</p>

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**Impasse Articles: 1-23 and 25**

Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure (continued)	Section 4 (C)(5) Grievance Mediation <b>New Language: When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.</b>		
7 – Employee Standards of Conduct and Performance	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
8 – Workforce Reduction	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
9 – Employment Opportunities	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
10 – Classification and Pay Plan	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
11 – Classification Review and Professional Practice Scope	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
12 – Personnel Records	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
13 – Safety	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
14 – Replacement of Personal Property	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
15 – Vacant	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	

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Article	State Proposals	Union Proposals	Comments
16 – Hours of Work and Employee Leave	<p>State Proposal 11/25/15:</p> <p>The state also proposes creating New Section 6 “Disability Leave with Pay” to include language to clearly articulate process for using Disability leave, in accordance with Rule 60L-34, F.A.C., and Chapter 440, F.S.</p> <p><b>SECTION 6 – Disability Leave with Pay</b></p> <p>(A) Disability Leave. 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.</p> <p>(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</p>	<p>No Proposal as of 11/25/15</p>	<p>State’s proposal has no substantive effect on current policies and procedures.</p>

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**Impasse Articles: 1-23 and 25**

Article	State Proposals	Union Proposals	Comments
16 – Hours of Work and Employee Leave (continued)	<p>benefits with accrued leave in an amount necessary to remain in full-pay status.</p> <p>(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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in</p>		

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Article	State Proposals	Union Proposals	Comments
16 – Hours of Work and Employee Leave (continued)	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.		
17 – Training and Education	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
18 – Wages	State's Proposal as of 11/23/15 State Proposal as of 11/23/15: SECTION 1 – Pay Provisions – General Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2016-2017 General Appropriations Act and other	No Proposal as of 11/25/15	

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Article	State Proposals	Union Proposals	Comments
18 – Wages (continued)	<p>provisions of state law.</p> <p><b>SECTION 2 – Discretionary Performance Based Awards</b></p> <p>The Governor’s Budget</p> <p>Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.</p> <p><b>SECTION 3 – Deployment to a Facility or Area Closed due to Emergency</b></p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, and contingent upon the availability of funds and at the agency head’s discretion, each agency is</p>		

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**Impasse Articles: 1-23 and 25**

Article	State Proposals	Union Proposals	Comments
18 -- Wages (continued)	<p>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.</p> <p><b>SECTION 4 – Performance Pay</b></p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p><b>SECTION 5 – Discretionary Competitive Pay Adjustments</b></p> <p>In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.</p>		

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**Impasse Articles: 1-23 and 25**

Article	State Proposals	Union Proposals	Comments
19 – Insurance Benefits	State Proposal as of 11/23/15: The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.	No Proposal as of 11/25/15	
20 – Per Diem and Travel Expenses	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
21 – Employment Outside of State Government	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
22 – Vacant	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
23 – Management Rights	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	
25 – Savings Clause	State Proposal as of 11/25/15: Status Quo	No Proposal as of 11/25/15	

**Article 6  
GRIEVANCE PROCEDURE**

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

**SECTION 2 – Election of Remedy**

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

**SECTION 3 – Grievance Representation**

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

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

**For the State**

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

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

(C) The Executive Director of the Union shall furnish to the state a list of Union Representatives and Grievance Representatives. The state will not recognize a person as a Union Representative or Grievance Representative whose name does not appear on the list.

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

#### SECTION 4 – Procedures

(A) The filing or pendency of a grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the state to take the action complained of; subject, however, to the final disposition of the grievance. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

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

(C) Grievances shall be presented and adjusted in the following manner.

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, or may file a written grievance at Step 1.

(b) If the grievance is not resolved by such informal discussion, the employee may, within 10 days following the date of that discussion, submit a written grievance at Step 1 of this procedure.

(2) Step 1

(a) If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed

**For the State**

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

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall meet with the grievant and/or the Union Representative to discuss the grievance and shall communicate a decision in writing to the grievant and to the Union Representative, if any, within 10 days following receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may appeal the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievant must complete the same sections of the grievance form filed at Step 2 as for a grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with all written responses and documents in support of the grievance.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The grievant must complete the same sections of the grievance form filed at Step 3 as for a grievance filed at Step 1 or 2.

For the State

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

\_\_\_\_\_  
Date

For the SEAG

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative within 15 days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(c) below may be extended by mutual agreement beyond five months.

(6) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and Union representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

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

For the State

For the SEAG

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

(d) At least fifteen 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.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

**For the State**

**For the SEAG**

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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Date

3. The arbitrator shall have no authority to determine any issues other than those raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Selected Exempt Service Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law, the Selected Exempt Service Rules of the State Personnel System, or this Agreement.

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

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

**For the State**

**For the SEAG**

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

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Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
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(i) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

1. 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 employee would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

#### **SECTION 5 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

**For the State**

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

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Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**SECTION 6 – Exceptions**

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

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

(1) If a grievance arises from the action of an official higher than the agency Step 1 management representative, the grievance shall be initiated at Step 2 by submitting a grievance form (Appendix B) as set forth in Step 1 within 15 days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

**For the State**

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

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Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 16**  
**HOURS OF WORK AND EMPLOYEE LEAVE**

**SECTION 1 - Hours of Work**

Because an employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. With prior approval, employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

**SECTION 2 – Holidays**

(A) Employees are entitled to the holidays identified in section 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If an employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave.

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

**SECTION 3 - Personal Holiday**

Each employee is entitled to a personal holiday as governed by the provisions of section 110.117, Florida Statutes.

**SECTION 4 - Employee Leave**

The general requirements for leave earning, approval and use are governed by the provisions of Chapter 60L-34, Florida Administrative Code and section 110.219, Florida Statutes.

**SECTION 5 - Union Activities**

Employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

**For the State**

**For the SEAG**

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

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Mark Neimeiser  
Interim Executive Director

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Date

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Date

**SECTION 6 – Disability Leave with Pay**

(A) Disability Leave. 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 shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

(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.

For the State

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

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Date

For the SEAG

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 18**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Discretionary Performance Based Awards**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum awards to eligible employees for achievement of agency measures, for job performance at a level of a satisfactory rating or above on the employee performance evaluation for the period July 1, 2015 through June 30, 2016, and for agency savings generated from verified unspent appropriations during Fiscal Year 2015-2016. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2016-2017 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than October 18, 2016, and are subject to funding as provided in the 2016-2017 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2016-2017 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 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2016-2017 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**For the State**

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

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Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

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Date

**SECTION 5 – Discretionary Competitive Pay Adjustments**

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the SEAG**

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Mark Neimeiser  
Interim Executive Director

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Date

**Article 19**  
**INSURANCE BENEFITS**

The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

**For the State**

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

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Date

**For the SEAG**

\_\_\_\_\_  
**Mark Neimeiser**  
Interim Executive Director

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Date