



Joint Select Committee on Collective Bargaining

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

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

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

Ron DeSantis, Governor

Jonathan R. Satter, Secretary

March 5, 2019

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

The Honorable Jose R. Oliva, Speaker
Florida House of Representatives
420, The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Galvano and Speaker Oliva:

As indicated in our letter of February 1, 2019, an impasse has occurred in the collective bargaining negotiations between the Governor and the five employee associations representing 13 bargaining units of state employees.

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

If you have questions or concerns, please contact me at (850) 561-3503, or Jim Parry, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

Enclosures

MM/jjp/mec

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Cynthia Kelly, Budget Director, Executive Office of the Governor
Jonathan R. Satter, Secretary, Department of Management Services
Chasity O'Steen, General Counsel, Department of Management Services
Sharon D. Larson, Director, Division of Human Resource Management, Department of Management Services
Andrew Forst, Deputy Director of Legislative Affairs, Department of Management Services
Collective Bargaining Agent Representatives

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Represented Employees and Dues-Paying Members as of January 11, 2019)

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 46,958 represented employees; 1,848 dues-paying members.

Federation of Physicians and Dentists – SES Physicians Unit

Includes 111 physicians and senior physicians in the Selected Exempt Service; 12 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 1,132 non-professional supervisory employees in the Selected Exempt Service; 7 dues-paying members. All state agencies except the Florida Commission on Offender Review employ members of this unit.

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Represented Employees and Dues-Paying Members as of January 11, 2019)

State Employees Attorneys Guild – SES Attorneys Unit

Includes 740 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 2,723 professional Career Service employees engaged in direct health care activities; 180 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, Military Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

Florida State Fire Service Association – Fire Service Unit

Includes 587 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 159 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 1,149 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 472 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 1,644 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 841 dues-paying members.

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Represented Employees and Dues-Paying Members as of January 11, 2019)

Police Benevolent Association – Special Agent Unit

Includes 288 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; 185 dues-paying members.

Police Benevolent Association – Security Services Unit

Includes 17,517 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; 4,911 dues-paying members (The Public Employees Relations Commission certified the Police Benevolent Association to represent the Security Services Unit on December 16, 2016; it was previously represented by Teamsters Local Union No. 2011.). The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.

**Declaration of
Statutory Impasse**



FLORIDA DEPARTMENT of

**management
SERVICES**

We serve those who serve Florida

Office of the General Counsel
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Tallahassee, FL 32399-0950
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Ron DeSantis, Governor

February 1, 2019

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

The Honorable Jose R. Oliva, Speaker
Florida House of Representatives
420, The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Galvano and Speaker Oliva:

An impasse has occurred in the collective bargaining negotiations between the Governor and the five employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those we cannot resolve no later than March 4, 2019, pursuant to section 447.403(5), Florida Statutes.

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, Chair, Public Employees Relations Commission
Cynthia Kelly, Budget Director, Executive Office of the Governor
David Clark, Chief of Staff, Department of Management Services
Paul Rendleman, Interim General Counsel, Department of Management Services
Sharon Larson, Director, Division of Human Resource Management, Department of Management Services
Andrew Forst, Deputy Director of Legislative Affairs, Department of Management Services
Collective Bargaining Agent Representatives

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2019-2020

ALL PROVISIONS OF THIS SECTION ARE SUBJECT TO COLLECTIVE BARGAINING LAW AND LEGISLATIVE APPROPRIATION

Statement of Purpose: This section provides instructions for implementing Fiscal Year 2019-2020 salary and benefits appropriations. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act.

(1) ELECTED OFFICERS, FULL-TIME MEMBERS OF COMMISSIONS AND OTHER DESIGNATED EMPLOYEES

(a) The elected officers, full-time members of commissions and designated employees shall be paid at the annual rate shown for the period from July 1, 2019 through June 30, 2020; however, these salaries may be reduced on a voluntary basis.

| | 7/1/2019 |
|--|----------|
| ===== | ===== |
| Governor..... | 130,273 |
| Lieutenant Governor..... | 124,851 |
| Chief Financial Officer..... | 128,972 |
| Attorney General..... | 128,972 |
| Agriculture, Commissioner of..... | 128,972 |
| Supreme Court Justice..... | 220,600 |
| Judges - District Courts of Appeal..... | 169,554 |
| Judges - Circuit Courts..... | 160,688 |
| Judges - County Courts..... | 151,822 |
| State Attorneys..... | 169,554 |
| Public Defenders..... | 169,554 |
| Commissioner - Public Service Commission..... | 132,036 |
| Public Employees Relations Commission Chair..... | 97,789 |
| Public Employees Relations Commission Commissioners..... | 46,362 |
| Commissioner - Parole | 92,724 |
| Criminal Conflict and Civil Regional Counsels..... | 115,000 |

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None of the officers and commission members or employees whose salaries have been fixed in this section shall receive any supplemental salary or benefits from any county or municipality.

(2) BENEFITS: HEALTH, LIFE, AND DISABILITY INSURANCE

(a) State Life Insurance and State Disability Insurance

Funds are provided in each agency's budget to continue paying the state share of the current State Life Insurance Program and the State Disability Insurance Program premiums.

(b) State Health Insurance Plans and Benefits

For the period July 1, 2019, through June 30, 2020, the Department of Management Services shall administer the plans and benefits provided under the State Group Health Insurance Program consistent with the following parameters:

1. The State Group Health Insurance Program will include a State Group Health Insurance Standard Plan(s), State Group Health Insurance High Deductible Health Plan(s), Health Maintenance Organization Standard Plan(s), and Health Maintenance Organization High Deductible Health Plan(s).

2. The high deductible health plans shall continue to include an integrated Health Savings Account (HSA) in accordance with federal law. The state shall make a monthly contribution to an employee's health savings account to the extent authorized in section 110.123(12), Florida Statutes.

3. Effective upon enactment, the Department of Management Services shall implement compound medication and topical analgesic utilization management in the administration of the State Employees' Prescription Drug Program. The Program shall provide coverage of cost-effective, clinically appropriate compound medications and topical analgesics, which may be subject to clinical review, dollar thresholds, exclusions, and/or day supply limitations. The Program shall include a clinical exception review process to ensure the Program does not restrict access to the most clinically appropriate and clinically effective medications.

4. For the period July 1, 2019, through June 30, 2020, the benefits provided under each of the plans shall be those benefits as provided in the current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, current Health Maintenance Organization contracts and benefit documents, and other such health benefits as approved by the Legislature.

5. Effective July 1, 2019, the state health insurance plans, as defined in subsection (3) (b), shall limit plan participant cost sharing (deductibles, coinsurance and copayments) for covered in-network medical services, the amount of which shall not exceed the annual cost sharing limitations for individual coverage or for family coverage as provided by the U.S. Department of Health and Human Services, pursuant to federal law and the Internal Revenue Code. Medical and prescription drug cost sharing amounts incurred by a plan participant for covered in-network services shall be aggregated to record the participant's total amount of plan cost sharing, which shall not exceed the annual cost sharing limitations. The plan shall pay 100 percent of covered in-network services for a plan participant during the applicable calendar year once the established cost share limitations are reached.

(c) State Health Insurance Premiums for the Period July 1, 2019, through June 30, 2020.

1. State Paid Premiums

a. For the coverage period beginning August 1, 2019, the state share of the State Group Health Insurance Standard and High Deductible Health Plan premiums for the executive, legislative and judicial branch agencies shall continue at \$684.42 per month for individual coverage and \$1,473.18 for family coverage.

b. Funds are provided in each state agency and university's budget to continue paying the state share of the State Group Health Insurance Program premiums for the fiscal year.

c. The agencies shall continue to pay premiums on behalf of employees who have enhanced benefits as follows, including those employees participating in the Spouse Program in accordance with section 60P-2.0036, Florida Administrative Code, and those employees filling positions with "agency pay-all" benefits.

i. For the coverage period beginning August 1, 2019, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding Spouse Program participants, shall continue to be \$726.08 per month for individual coverage and \$1,623.20 per month for family coverage.

ii. For the coverage period beginning August 1, 2019, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative, and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$811.60 per month for family coverage.

iii. For the coverage period beginning August 1, 2019, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding the Spouse Program, shall continue to be \$691.08 per month for individual coverage and \$1,507.48 per month for family coverage.

iv. For the coverage period beginning August 1, 2019, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative, and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$753.74 per month for family coverage.

2. Premiums Paid by Employees

a. For the coverage period beginning August 1, 2019, the employee share of the health insurance premiums for the standard plans shall continue to be \$50 per month for individual coverage and \$180 per month for family coverage.

b. For the coverage period beginning August 1, 2019, the employee's share of the health insurance premiums for the high deductible health plans shall continue to be \$15 per month for individual coverage and

\$64.30 per month for family coverage.

c. For the coverage period beginning August 1, 2019, the employee's share of the health insurance premiums for the standard plans and the high deductible plans shall continue to be \$15 per month for each employee participating in the Spouse Program in accordance with section 60P-2.0036, Florida Administrative Code.

d. For the coverage period beginning August 1, 2019, the employee share of the health insurance premiums for the standard plans and the high deductible plans shall continue to be \$8.34 per month for individual coverage and \$30 per month for family coverage for employees filling positions with "agency payroll" benefits.

3. Premiums paid by Medicare Participants

a. For the coverage period beginning August 1, 2019, the monthly premiums for Medicare participants participating in the State Group Health Insurance Standard Plan shall continue to be \$388.38 for "one eligible," \$1,119.85 for "one under/one over," and \$776.76 for "both eligible."

b. For the coverage period beginning August 1, 2019, the monthly premiums for Medicare participants participating in the State Group Health Insurance High Deductible Plan shall continue to be \$292.76 for "one eligible," \$917.13 for "one under/one over," and \$585.15 for "both eligible."

c. For the coverage period beginning August 1, 2019, the monthly premiums for Medicare participants enrolled in a Health Maintenance Organization Standard Plan or High Deductible Health Plan shall be equal to the negotiated monthly premium for the selected state-contracted Health Maintenance Organization.

4. Premiums paid by "Early Retirees"

a. For the coverage period beginning August 1, 2019, an "early retiree" participating in the State Group Health Insurance Standard Plan shall continue to pay a monthly premium equal to 100 percent of the total premium charged (state and employee contributions) for an active employee participating in the standard plan with the same coverage.

b. For the coverage period beginning August 1, 2019, "early retiree" participating in the State Group Health Insurance High Deductible Plan shall continue to pay a monthly premium equal to \$657.76 for individual coverage and \$1,454.15 for family coverage.

5. Premiums paid by COBRA participants

a. For the coverage period beginning August 1, 2019, a COBRA participant participating in the State Group Health Insurance Program shall continue to pay a premium equal to 102 percent of the total premium charged (state and employee contributions) for an active employee participating in the Program.

(d) Under the State Employees' Prescription Drug Program, the following shall apply:

1. Supply limits shall continue as provided in subsection 110.12315, Florida Statutes.

2. For the period July 1, 2019, through June 30, 2020, co-payments for the State Group Health Insurance Standard Plan shall be as follows:

- a. \$7 co-payment for generic drugs with card;
- b. \$30 for preferred brand name drug with card;
- c. \$50 for nonpreferred brand name drug with card;
- d. \$14 for generic mail-order drug;
- e. \$60 for preferred brand name mail order drug;
- f. \$100 for nonpreferred brand name mail order drug.

3. For the period July 1, 2019, through June 30, 2020, coinsurance for the State Group Health Insurance High Deductible Plan shall continue as provided in section 110.12315(11), Florida Statutes.

4. The Department of Management Services shall maintain the preferred brand name drug list to be used in the administration of the State Employees' Prescription Drug Program.

5. Department of Management Services shall maintain a listing of certain maintenance drugs that must be filled through mail order by participants of the Preferred Provider Organization option only. A retail pharmacy must agree to provide 90-day prescriptions for such drugs for no more than the reimbursement paid for prescriptions fulfilled by mail order, including the dispensing fee.

(3) OTHER BENEFITS

(a) The following items shall be implemented in accordance with the provisions of this act and with the applicable negotiated collective bargaining agreement.

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

2. The state shall continue to reimburse, at current levels, for replacement of personal property.

3. The state shall continue to provide, at current levels, clothing allowances and uniform maintenance and shoe allowances.

(b) All state branches, departments, and agencies, which have established accumulated and unused annual leave, shall not provide payment, which exceeds a maximum of 480 hours of actual payment to each employee for accumulated and unused annual leave.

(c) Upon termination of employees in the Senior Management Service, Selected Exempt Service, or positions with comparable benefits, payments for unused annual leave credits accrued on the member's last anniversary date shall be prorated at 1/12th of the last annual amount credited for each month, or portion thereof, worked subsequent to the member's last anniversary date.

(4) PAY ADDITIVES AND OTHER INCENTIVE PROGRAMS

The following pay additives and other incentive programs are authorized for the 2019-2020 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules promulgated by the Department of Management Services and negotiated collective bargaining agreements.

(a) Each agency is authorized to continue to pay, at the levels in effect on June 30, 2019, on-call fees and shift differentials as necessary to perform normal operations of the agency.

(b) Each agency that had an authorized training program in existence on June 30, 2019, which included granting pay additives to participating employees, is authorized to continue such training program for the 2019-2020 fiscal year. Such additives shall be granted under the provisions of the law, administrative rules, and collective bargaining agreements.

(c) Each agency is authorized to continue to grant temporary special duties - absent coworker pay additives to employees assigned additional duties as a result of another employee being absent from work pursuant to the Family Medical Leave Act (FMLA) or authorized military leave.

(d) Each agency is authorized to grant temporary special duties - general pay additives to employees assigned temporary duties and responsibilities not customarily assigned to the position when: an employee is temporarily assigned additional duties of a coworker who is absent for reasons other than FMLA or authorized Military leave; an employee is temporarily assigned to, and performs a major portion of the duties of a vacant position; an employee is temporarily assigned additional duties of a higher-level position, and performs a major portion of the duties of the higher-level position; or an employee is temporarily assigned additional duties for a special project or assignment outside of the regular job duties. These additives shall only be used when the need is justified and documented, and shall be removed or adjusted if there is a change in the conditions upon which they were granted.

(e) Contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to continue to grant temporary special duties pay additives, 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.

(f) 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 chapter 60L-35, Florida Administrative Code, or a similar performance evaluation applicable to other pay plans. The Chief Justice may exempt judicial branch employees from the performance evaluation requirements of this paragraph.

(g) Contingent upon 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. The agency is responsible for retaining sufficient documentation justifying adjustments provided herein.

(h) The Fish and Wildlife Conservation Commission is authorized to continue to grant temporary special duties pay additives to law enforcement officers who perform additional duties as K-9 handlers, regional recruiters/community relations, breath test operators/inspectors, offshore patrol vessel crew members, special operations group members, or long-term covert investigations.

(i) The Fish and Wildlife Conservation Commission is authorized to continue to grant critical market pay additives to employees residing in and assigned to Broward County, Collier County, Lee County, Miami-Dade County, and Monroe County, at the levels in effect on June 30, 2019. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(j) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant temporary special duties pay additives of \$2,000 for law enforcement officers who perform additional duties as K-9 handlers; felony officers; criminal interdiction officers; criminal investigation and intelligence officers; new recruit background checks and training, and technical support officers; drug recognition experts; hazardous material squad members; compliance investigation squad members; motorcycle squad members; Quick Response Force Team; or Florida Advanced Investigation and Reconstruction Teams.

(k) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant a pay additive of \$162.50 per pay period for law enforcement officers assigned to the Office of Motor Carrier Compliance who maintain certification by the Commercial Vehicle Safety Alliance.

(l) The Department of Highway Safety and Motor Vehicles is authorized to grant critical market pay additives to sworn law enforcement officers residing in and assigned to Baker County, Charlotte County, Collier County, Duval County, Escambia County, Hillsborough County, Lee County, Marion County, Orange County, Osceola County, Pasco County, Pinellas County, or Santa Rosa County at \$5,000. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(m) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant critical market pay additives to sworn law enforcement officers residing in and assigned to Monroe County at \$3,000. This pay additive shall be granted only during the time in which the employee resides in, and is assigned duties within, this county. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified county.

(n) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant critical market pay additives to non-sworn Florida Highway Patrol personnel residing in and assigned to Broward County or Miami-Dade County, at \$1,300. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties.

(o) The Department of Corrections is authorized to continue to grant hazardous duty pay additives for those employees assigned to the Department of Corrections institutions' Rapid Response Teams (including the baton, shotgun, and chemical agent teams) or the Correctional

Emergency Response Teams.

(p) The Department of Corrections is authorized to continue to grant temporary special duties pay additives of up to 10 percent of the employee's base rate of pay for each certified: correctional officer, correctional officer sergeant, correctional officer lieutenant, or correctional officer captain. Such additive may be awarded only during the time the certified officer is employed in an assigned mental health unit post. For the purposes of determining eligibility for this additive, the term "certified" means the employee has obtained a correctional behavioral mental health certification as provided through the American Correctional Association.

(q) The Department of Corrections is authorized to continue to grant a one-time \$1,000 hiring bonus to newly-hired correctional officers who are hired to fill positions at a correctional institution that had a vacancy rate for such positions of more than 10 percent for the preceding calendar quarter. The bonus may not be awarded before the officer obtains their correctional officer certification. Current and former employees who have had a break in service with the Department of Corrections of 31 days or less are not eligible for this bonus.

(r) The Department of Financial Services is authorized to grant temporary special duties pay additives of five percent for law enforcement officers who perform additional duties as K-9 handlers.

(s) The Department of Children and Families is authorized to grant temporary special duties pay additives of five percent to employees in the Human Service Worker I, Human Service Worker II, or Unit Treatment and Rehabilitation Specialist classes that work within the 13-1E, 13-1W, 32N, or 32S living areas at the Northeast Florida State Hospital.

(t) The Department of Children and Families is authorized to grant temporary special duties pay additives of five percent to employees in the Human Service Worker I, Human Service Worker II, or Unit Treatment and Rehabilitation Specialist classes that work within the Specialty Care Unit or the Medical Services Unit at the Florida State Hospital.

(u) The Department of Children and Families is authorized to grant temporary special duties pay additives of five percent to Child Protective Investigator and Senior Child Protective Investigator classes who work in a weekend unit.

(v) The Florida Department of Children and Families is authorized to grant a temporary special duties pay additives of five percent to Adult Registry Counselors who work in a weekend unit at the Abuse Hotline.

American Federation of State, County and Municipal Employees - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires June 30, 2020

Status of Collective Bargaining Negotiations as of: March 5, 2019

Negotiations for Fiscal Year 2019-20 Reopener Contract

Three Articles (plus "Wages") are open for each Party for Negotiations

Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|--|---|
| 5 - Union Activities and Employee Representation | <p>3/4/2019: Section 1 - Adds definitions for Employee, Local President and Union Staff Representative.</p> <p>Section 6(A) - Removes stipulation that representative must be accredited.</p> <p>Adds new Section 8(C) - Employees on the Negotiation Committee shall not be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. Time in attendance shall not be counted as hours for the purpose of computing compensatory time or overtime. The employee shall not be reimbursed by the agency for travel, meals, lodging, or any expense incurred in connection with attendance at negotiation sessions.</p> | <p>3/5/19: Proposes to leave all references to "President" as status quo.</p> <p>3/5/19: Section 1(B) - Revises State's proposal for the definition of Local President that states the Local President may also serve as a Steward.</p> <p>3/5/19: State tentatively agreed to Union's counter proposal of 3/5/19.</p> | <p>Union will return to an elected president on March 30, 2019, after several years of being headed by an executive director.</p> <p>Proposed language for Section 8(C) is current policy/practice; needs to be included in contract.</p> |

American Federation of State, County and Municipal Employees - Florida Council 79
Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Contract
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|----------------|----------|
| 6 - Grievance Procedure | <p>3/4/19: Adds Section 1(C) - Definition for Grievant's Representative.</p> <p>Adds Section 1(F) - Definition for "His" is intended to be gender neutral throughout Contract.</p> <p>Section 3(D) - Revises provision for reasonable travel time and attendance at a mediation during regular work hours of grievant or grievant's representative as time worked - but not for a "witness".</p> <p>Section 3(F) - Moves (1)(c), (2)(e), (3)(d) and (4)(d) referencing time limits to Section 4 as new (D).</p> <p>Section 3(F)(3)(b) - Adds language that grievant's representative is responsible for providing grievant a copy of the Step 2 decision.</p> <p>(continued below)</p> | | |

American Federation of State, County and Municipal Employees - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires June 30, 2020

Status of Collective Bargaining Negotiations as of: March 5, 2019

Negotiations for Fiscal Year 2019-20 Reopener Contract

Three Articles (plus "Wages") are open for each Party for Negotiations

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|---|---|--|
| 6 - Grievance Procedure | <p>(continued from above)</p> <p>Sections 3(F)(2)(c), 3(F)(3)(b), and 3(F)(4)(a) - Adds provision that gives the parties the ability to agree not to meet when a grievance is filed.</p> <p>Section 3(F)(5) adds provision that if the parties choose to mediate a grievance, a mediation will be scheduled within 60 days of the filing of the Request for Arbitration, unless mediator availability requires a lengthier period. Further adds that if the mediation is unsuccessful, the Union will notify the Arbitration Coordinator and the agency representative within 20 days after the mediation concludes whether it will proceed to arbitration or withdraw the grievance. Also, adds that the hearing shall be scheduled no later than 60 days from the date that the mediation concludes without a resolution of the grievance.</p> <p>(continued below)</p> | <p>(continued from above)</p> <p>3/5/19: Proposes status quo language requiring a meeting at each step of the grievance procedure.</p> <p>3/5/19: Section 3(F)(5) - Proposes that the agency rather than the Union will notify the Arbitration Coordinator that the mediation has concluded.</p> <p>(continued below)</p> | <p>Time limits are added to facilitate the timely processing of mediations and arbitrations to avoid unnecessary increased back pay costs associated with reinstatement of grievants who are successful in challenging terminations after a lengthy delay in scheduling the arbitration hearing.</p> |

American Federation of State, County and Municipal Employees - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires June 30, 2020

Status of Collective Bargaining Negotiations as of: March 5, 2019

Negotiations for Fiscal Year 2019-20 Reopener Contract

Three Articles (plus "Wages") are open for each Party for Negotiations

Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------------------|---|---|----------|
| 6- Grievance Procedure | <p>(continued from above)</p> <p>Adds Sections to 3(F)(6):</p> <p>(a)(1): <u>Arbitration Filing</u> - provides for instructions on how and where to file for arbitration. Also, adds language providing that a grievant, rather than the Union, may file for arbitration when the grievant did not elect Union representation or the Union refused to represent the grievant because they were not a dues paying members.</p> <p>(a)(2): <u>Disciplinary Grievance</u> - moves the language referencing where to file the Arbitration to Section 3(F)(6)(a)1.</p> <p>(a)(3): <u>Contract Language Grievance</u> - moves the language referencing where to file the arbitration to Section 3(F)(6)(a)1.</p> <p>(continued below)</p> | <p>(continued from above)</p> <p>3/5/19: Section 3(F)(6)(a)1 - Status quo; does not agree to add State proposal regarding grievant filing for arbitration.</p> <p>(continued below)</p> | |

American Federation of State, County and Municipal Employees - Florida Council 79
Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Contract
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|--|----------|
| 6 - Grievance Procedure | <p>(continued from above)</p> <p>Adds Section 3(F)(6)(i)5.d. - The Union will have no later than 45 days after it files a Request for Arbitration to decide whether to propose mediation, proceed to schedule an arbitration hearing, or withdraw its arbitration request. Failure to comply with the filing time limit will limit the agency's back pay exposure.</p> <p>Adds Section 4(D) - Language providing for extension of grievance time limits moved here from three other sections to avoid repetition.</p> <p>Revises Section 5(D) providing Union with procedures when filing class action grievances.</p> | <p>(continued from above)</p> <p>3/5/19: Section 3(F)(6)(i)3 - Union proposes to delete current language limiting the arbitrator's discretion to reversing or affirming the level of discipline imposed; arbitrator may not mitigate penalty.</p> <p>3/5/19: Section 3(F)(6)(i)5.d. - Union proposes status quo; no new provision as proposed by State.</p> <p>3/5/19: Section (4)(D) - Adds that there will be "no unreasonable denial of time limit extensions."</p> | |

American Federation of State, County and Municipal Employees - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
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Current Three-Year Agreement Expires June 30, 2020

Status of Collective Bargaining Negotiations as of: March 5, 2019

Negotiations for Fiscal Year 2019-20 Reopener Contract

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|----------------------------|--|--|--|
| 11 - Classification Review | 2/22/19: Revises Section 1 to reflect that an employee may submit a written request within 30 business days of receipt of the agency's decision for a classification review by the Secretary of DMS. Adds that the employee is to include a copy of the agency decision and any other related documents, and provides the address where the documents are to be sent. Further adds that DMS will provide the employee a written decision within 60 business days of receipt of the request. Retains language that the DMS decision is final and binding on all parties; not grievable. | 1/7/19: Section 1(B) - Additional Duties: Removes the provision that says an employee may request in writing to the Secretary of DMS a review of duties performed by the employee, and also removes the language that renders the agency's decision "final and binding". Adds language that gives the employee the ability to grieve and arbitrate the Agency's decision. (continued below) | Current language providing for a review process by the agency and DMS has been in place from the initial inclusion of this article in the Contract and was a condition for agreeing to include it. Accordingly, the State will not agree to continue this article in the Contract unless the existing review process remains in place. |

American Federation of State, County and Municipal Employees - Florida Council 79
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and Clerical - State Personnel System
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|---------------------------------------|----------------|--|----------|
| Article 11 - Classification Review | | (continued from above) Section 2(A) - Work Load Quotas: Removes the provision that when an agency head or designee responds to a written request for a review of a work-load quota, that decision is final and binding. Adds language that gives the employee the ability to grieve and arbitrate the Agency's decision. 3/5/19: Union Counter Proposal to State's 2/22/19 Proposal Section 1(B) - Revised to include that when a reclassification review decision is in favor of the employee, the shortage of funds shall not be used as the basis for refusing to reclassify a position and to provide a pay increase after a review has been completed. (continued below) | |

American Federation of State, County and Municipal Employees - Florida Council 79
Units: Human Services, Professional, Operational Services and Administrative
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|----------------|--|---|
| Article 11 - Classification Review | | <p>(continued from above)</p> <p>Section 1(C) - Adds e-mail as a means for the employee to file a request for a reclassification review decision by the agency with the Secretary of the Department of Management Services, which shall be final and binding. This revised position is consistent with the State's proposal.</p> <p>Section 2(A) - Revises Union proposal to add a new requirement that when an agency review determines that the employee's work load quota is not inequitable, and the employee is not satisfied with the decision, the employee may submit a written request within 30 days for a review of the decision by the Secretary of the Department of Management Services, which shall be final and binding.</p> | <p>(continued from above)</p> <p>The State is considering the Union's revised proposal.</p> |

American Federation of State, County and Municipal Employees - Florida Council 79

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and Clerical - State Personnel System**

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|-----------------------|---|--|--|
| 25 - Wages | 2/1/19: Per Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | 1/7/19: Section 2 - Adds language requesting a 5% pay adjustment to employees' base rate of pay effective July 1, 2019. Section 5 - Revises to state that each agency is authorized to grant merit pay increases based on the employee's "commendable" performance, as determined by the agency, rather than "exemplary" performance which constitutes at least a 3.5 on an employee's annual evaluation. | 12/19/18: OPB Costing Estimate for Union's proposal for Section 2 is: \$111.4 M. This calculation also includes benefits on 57,626 FTEs for 12 months. If only filled positions are considered, the applicable FTE is decreased to 51,858 and the cost for 12 months would be: \$102.1M. These amounts include retirement/ FICA impacts. |
| 27 - Health Insurance | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-2020. | 2/21/19: Union tentatively agreed to State's proposal of 2/1/19. | |

Article 6 GRIEVANCE PROCEDURE

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

SECTION 2 – Election of Remedy and Representation

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

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step whether to be represented by the Union or another representative designated by the grievant. If the grievant is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the grievant’s designated representative, shall be binding on the grievant.

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

For the State

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Date

For AFSCME

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Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

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

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

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

SECTION 3 – Procedures

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

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

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

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

For the State

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Date

For AFSCME

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Date

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

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

(1) Oral Step

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

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

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

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Date

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

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

(2) STEP 1

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

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

For the State

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Date

For AFSCME

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Date

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

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

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

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

(3) STEP 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may file a written grievance with the Agency Head or ~~designated representative~~ designee within 15 days after receipt of the decision at Step 1, provided the Step 1 decision is received on or before the ~~last valid~~ due date. The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the Step 1 ~~response~~ decision, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form contained in Appendix B of this Contract setting forth specifically the complete

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

(4) STEP 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this ~~Agreement~~Contract, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the ~~Union President or the designated member of the Union President's staff, or the grievant or designated grievance~~grievant or grievant's representative if not represented by the Union, may appeal the grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within 15 days after receipt of the decision at

For the State

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State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

(b) The ~~designated~~ representative of the Department of Management Services shall communicate a decision in writing to the ~~Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the grievant or the designated grievance grievant's~~ representative, within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 3 decision to the grievant.

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

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

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Date

(5) GRIEVANCE MEDIATION

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

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

(6) ARBITRATION

(a) Arbitration Filing.

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

For the State

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State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause; is not resolved at Step 2, the Union ~~President or the designated member of the Union President's staff~~ may appeal the grievance to arbitration ~~on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050~~ within 20 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the ~~last valid~~ due date.

3. Contract Language Grievance. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the Union ~~President or the designated member of the Union President's staff~~ may appeal the grievance to arbitration ~~on the appropriate form as contained in Appendix C of this Contract~~ within 20 days following receipt of the decision at Step 3. ~~The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance. If, at the initial written step, the grievant did not elect Union representation, or the Union refused to represent the grievant because the employee was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration or may designate another representative to appeal the grievance to arbitration on his behalf.~~

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

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

(d) The Union will notify the Arbitration Coordinator and the agency representative of its decision to propose mediation, proceed to schedule an arbitration hearing, or

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

withdraw its arbitration request, as soon as feasible but in no event later than 45 days after it files a Request for Arbitration. If the parties agree to mediation, the provisions of Section 3(F)(5), above, shall govern the scheduling of the mediation and, if necessary, arbitration hearing.

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

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

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

(gh) _____ Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the Arbitration Coordinator shall schedule an arbitrability hearing with the state, the Union, and the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The Arbitration Coordinator shall contact arbitrators on the panel in rotation in identifying an arbitrator who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

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

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

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

(jk) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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).

(k1) The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

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

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

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

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

SECTION 5 – Exceptions

(A) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 on the grievance form as contained in Appendix B of this Contract within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

For the State

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Date

For AFSCME

Hector R. Ramos
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Chief Negotiator

Date

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

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

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

For the State

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For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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For AFSCME

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Date

Article 6 GRIEVANCE PROCEDURE

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

(1) Oral Step

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

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

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

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

(3) STEP 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may file a written grievance with the Agency Head or ~~designated representative~~ designee within 15 days after receipt of the decision at Step 1, provided the Step 1 decision is received on or before the ~~last valid~~ due date. The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the Step 1 ~~response~~ decision, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form contained in Appendix B of this Contract setting forth specifically the complete

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

(b) The ~~designated~~ representative of the Department of Management Services shall communicate a decision in writing to the ~~Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the grievant or the designated grievance grievant's representative~~, within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 3 decision to the grievant.

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

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

For the State

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For AFSCME

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Chief Negotiator

Date

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the Union President ~~or the designated member of the Union President's staff~~ may appeal the grievance to arbitration ~~on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050~~ within 20 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date.

3. Contract Language Grievance. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the Union President ~~or the designated member of the Union President's staff~~ may appeal the grievance to arbitration ~~on the appropriate form as contained in Appendix C of this Contract~~ within 20 days following receipt of the decision at Step 3. ~~The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance. If, at the initial written step, the grievant did not elect Union representation, or the Union refused to represent the grievant because the employee was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration or may designate another representative to appeal the grievance to arbitration on his behalf.~~

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

For the State

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Date

For AFSCME

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Chief Negotiator

Date

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

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

SECTION 4 – Time Limits

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

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

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

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

SECTION 5 – Exceptions

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

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

For the State

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For AFSCME

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Date

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

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

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. ~~Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision position is to reclassified the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.~~

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

For the State

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Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2
Chief Negotiator

Date

SECTION 2 – Work Load Quotas

(A) When an employee alleges that they ~~employee is~~are being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head review the work load quota assigned to the employee. The Agency Head or designee shall ~~make review the work load quota and provide the employee with a final~~review the work load quota and provide the employee with a final written decision ~~on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision~~within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties.

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

For the State

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For AFSCME

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Date

Article 11 CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

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

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision position is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position and provide a pay increase after a review has been completed.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2
Chief Negotiator

Date

SECTION 2 – Work Load Quotas

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2
Chief Negotiator

Date

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

SECTION 1 – Leaves

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

SECTION 2 – Hours of Work and Overtime

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

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

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

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

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

SECTION 3 – Work Schedules

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

faith effort to reflect a one-month schedule. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

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

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

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

SECTION 4 – Rest Periods

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

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

SECTION 5 – Disability Leave

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
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Date

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

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

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

SECTION 6 – Special Compensatory Leave

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

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

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

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

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

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

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

(a) Regular compensatory leave credits.

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

(E) An agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
Chief Negotiator

Date

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Hector R. Ramos
Coordinator, Region 2 and
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Date

Article 18

LEAVES OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE

SECTION 1 – Leaves

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SECTION 2 – Hours of Work and Overtime

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

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

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

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

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

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

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

SECTION 4 – Rest Periods

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

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

SECTION 5 – Disability Leave

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

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

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

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

SECTION 6 – Special Compensatory Leave

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

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

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

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

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

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

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

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

Article 25
WAGES

SECTION 1 — Pay Provisions — General

~~Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2018-2019 General Appropriations Act and other provisions of state law.~~

**SECTION 2 -- Increase to Minimum Salaries and Competitive Pay Adjustments --
Department of Juvenile Justice**

~~In accordance with the authority provided in Section 8 of the 2018-2019 General Appropriations Act, the minimum annual base rate of pay for positions in the classifications listed below shall be adjusted to the indicated amount effective July 1, 2018. Employees filling a position in these classifications on June 30, 2018, shall be provided a ten percent (10%) increase to their June 30, 2018, base rate of pay effective July 1, 2018.~~

- ~~• Juvenile Justice Detention Officer I (class code 5711) to \$28,027~~
- ~~• Juvenile Justice Detention Officer II (class code 5712) to \$29,195~~
- ~~• Juvenile Probation Officer (class code 5965) to \$32,278~~
- ~~• Senior Juvenile Probation Officer (class code 5966) to \$34,087~~

SECTION 31 – Deployment to a Facility or Area Closed due to Emergency

~~In accordance with Section 8 of the Governor's Recommended General Appropriations Act for the authority provided in the Fiscal Year 2018-2019-2019-20 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 additives 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 42 – Cash Payout of Annual Leave

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

~~Andre Madtes~~ Jana Weaver
Executive Director and
Chief Negotiator

Date

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 5-3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020~~the authority provided in the Fiscal Year 2018-2019 General Appropriations Act~~, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

~~Andre Madtes~~ Jana Weaver
Executive Director and
Chief Negotiator

Date

Article 25

WAGES

SECTION 1 – Pay Provisions – General

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

SECTION 2 - Competitive Pay Adjustments

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

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

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

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

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

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

| AFSCME Unit CBUs 01, 02, 03, and 05 Proposals with Fiscal Impact Fiscal Year 2019-2020 | | |
|---|-------------------------|---|
| Union/Issue | Estimated Cost | Comments |
| Article 25, Section 2: Eligible full-time and part-time employees shall receive a 5% pay adjustment to their base rate of pay. | \$111.4M | Calculation is based on a 5% increase for CBUs 01, 02, 03 and 05, including benefits on 57,626 FTE for 12 months (projected 7/1 effective date). PeopleFirst data as of 12/13/18 transferred into LAS/PBS was the source for the calculation. NOTE: If only filled positions are considered, the applicable FTE is decreased to 51,858 and the cost for 12 months is \$102.1M. These amounts include retirement/FICA impacts. |
| Article 18, Section 6: Provides that unused Special Compensatory Leave credits shall be paid to the employee instead of forfeited. | Variable (see comments) | The Division of Human Resource Management determined that there were 41,945 special compensatory leave hours related to holidays forfeited in FY 2017-18 by employees in the AFSCME Collective Bargaining Unit (CBU). These hours had an estimated liability of \$683,059. In addition to the holiday hours, AFSCME CBU employees forfeited 36,113 special compensatory leave hours related to office closures, with an estimated liability of \$610,066. The number of office closure forfeitures can vary significantly from year to year depending on the number and severity of emergencies declared. |

Article 25 Costing: 12-19-18

Article 18 updated on 2-18-19

Florida Nurses Association
Professional Health Care Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--------------------|---|--|
| 23 - Hours of Work/Compensatory Time | 3/1/19: Status Quo | <p>11/19/18: Section 6 (NEW SECTION) - The Union proposes the creation of this section to provide additional compensation for work performed during emergency conditions and holidays. (A)(1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed. (B)(1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order (e.g., Holidays), would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.</p> <p>(continued below)</p> | <p>11/19/18: The Union agrees to provide clarification on what the proposals for a new Section 6 and Section 7 are seeking to achieve.</p> <p>12/5/18: OPB costing estimate of Union's proposals - Indeterminate</p> <p>2/22/19: Section 6 (NEW SECTION) - The language for the Union's proposal mirrors their 2018-19, 2017-18, and 2016-17 proposals. During 2016-17 negotiations, the parties ultimately agreed to provide for payment of special comp leave earned but not used while working during office closures and on holidays. That provision is contained in the current contract and took effect 11/1/17.</p> |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|---|---|
| 23 - Hours of Work/Compensatory Time (continued) | | (continued from above) Section 7 (NEW SECTION) - DOH EMPLOYEES ONLY. (1) The Department of Health, Professional Health Care Unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of a declared emergency or disaster. | Section 7 (NEW SECTION) - The State is opposed to changing the FLSA overtime status of these employees. Other forms of additional compensation during declared emergencies are already available, when warranted. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|--|--|--|
| 25 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | 11/19/17: Section 1 - The FNA proposes that all eligible bargaining unit members will receive an across-the-board increase of 5% effective the first pay period in July 2019. (continued below) | 12/5/18: OPB costing estimate of the Union's proposal that all eligible employees in the bargaining unit receive a competitive pay increase of 5% in their base rate of pay effective 7/1/19 - \$11.2M. Downloaded all positions for CBU 04 that were transferred into LAS/PBS from People First on 11/20/18. Calculated a 5% pay adjustment for all positions effective 7/1/19. Increase applied to 3,105.4 FTE. Amount includes retirement/FICA impacts. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------|----------------|---|--|
| 25 - Wages (continued) | | (continued from above) Section 6 (NEW SECTION) - The FNA proposes Anniversary date pay increases: <ul style="list-style-type: none"> • All bargaining unit members who have 15 years or more of service will receive a 3% increase effective the first pay period after their Anniversary date; • All bargaining unit members who have ten 10 years or more of service will receive a 2% increase effective the first pay period after their Anniversary date; and • All bargaining unit members who have 5 years or more of service will receive a 1% increase effective the first pay period after their Anniversary date. | 12/5/18: OPB costing estimate of the Union's proposal - \$2.6M. Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of 6/30/20 (if the employee had a hire date of 4/3/15, they would reach 5 years on 4/3/20 though the total includes the 1% for an entire year). Applied the 1%, 2%, or 3% based on those years of service (5-9 years = 1%, 10-14 years = 2%, and 15 or more years = 3%). The salary rate used as the basis of the calculation was after the 5% from Section 1 was calculated. Amount includes retirement/FICA impacts. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------|--------------------|---|---|
| 26 - Differential Pay | 3/1/19: Status Quo | <p>11/19/18: (A): The Union proposes a shift differential in the amount of \$2.00 per hour, up from the current amount of \$1.00 per hour. The \$2.00 per hour shift differential will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 4:00 p.m. and 7:00 a.m.</p> <p>(B) - When justified and upon approval by the Secretary of Management Services or designee, a shift differential greater than \$2.00 per hour (up from the current amount of \$1.00 per hour) may be paid when the criteria in (A) above are met.</p> | <p>11/19/18: A shift differential of \$1.00 per hour is currently provided when a majority of the employee's work hours fall between 4:00 p.m. and 7:00 a.m. The Union's proposal also strikes contract language that speaks to the availability of funds and local competitive conditions being a prerequisite for a higher shift differential.</p> <p>12/5/18: OPB costing estimate of Union's proposals - \$559,799. The estimated amount was calculated using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were calculated based on working 693 hours annually for the evening shift and 693 hours annually for the night shift (2,080 annual hours divided by three). There were 226 positions for which an increase was calculated. Amount includes retirement/FICA impacts.</p> |

Florida Nurses Association
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Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|--|----------|
| 27 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/27/19: Union tentatively agreed to State's proposal. | |

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

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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.

(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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

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

SECTION 5 – Special Compensatory Leave

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

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

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

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

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

(a) Regular compensatory leave credits.

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

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned on or after November 1, 2017.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2017, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2017, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2017, to be used within the time limits specified in subsections (C)1 and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation from the Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to October 9, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned after November 1, 2017 that have not yet been paid pursuant to Section 6(C)(3) of this Article.

(2) Such credits shall be paid at the employee's current regular rate of pay.

(3) Any special compensatory leave hours earned prior to November 1, 2017 that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

The State of Florida
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International Union, Local 713, AFL-CIO
Union Contract Proposals 2018-2019 Reopener

Article 23: Hours of Work/Compensatory Time

New Section 6- Work During Emergency Conditions and Holidays

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

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

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:
 - (a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the work week or pay period, employees will be compensated for all overtime earned;
 - (b) If the hours actually worked are still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:

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

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
- (C) Administrative leave shall not count as hours worked for overtime purposes.
- (D) The representatives of the Association shall have the opportunity to consult with each agency employing unit members on the Agency's Emergency Comprehensive Plan with regard to compensation and overtime pay during declared emergencies. Benefits provided for in an agency's Emergency Comprehensive Plan as a result of the consultation may differ from the terms of this section.

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

- (A) The Florida Nurses Association (herein the "FNA") and the State of Florida desire to recognize the sacrifices of those employees who serve in the capacity of health care professionals during a declared emergency. The provisions of this section apply to this Unit's professional health care employees who are employees of the State of Florida Department of Health.
- (B) When health care professional employees in the Department of Health are deployed to perform services during a declared emergency, but their regular work location is not closed, the following compensation arrangement will be implemented:
- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
 - (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
 - (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.
 - (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.
 - (5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.
- (C) An alleged violation of the provisions of this section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, and each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020 General Appropriations Act, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

The State of Florida
and
Florida Nurses Association, Office and Professional Employees
International Union, Local 713, AFL-CIO
Union Contract Proposals 2018-2019 Reopener

Article 25: Wages

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

New Section 6- Anniversary Date

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

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

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

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

Article 26
DIFFERENTIAL PAY

(A) A shift differential in the amount of \$1.00 per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00 p.m. and 6:00 a.m.

(B) When justified and upon approval by the Secretary of Management Services or designee, subject to the availability of funds, a shift differential greater than \$1.00 per hour may be paid when the criteria in (A) above are met and where the local competitive conditions justify a higher shift differential.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

The State of Florida
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International Union, Local 713, AFL-CIO
Union Contract Proposals 2018-2019 Reopener

Article 26: Differential Pay

- (A) A shift differential in the amount of **\$2.00** per hour will be paid when the shift begins at 4pm and ends at 7am.
- (B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than **\$2.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

| State Health Care Professional Collective Bargaining Unit - FNA (04) Fiscal Year 2019-20 Wage Proposals | | |
|--|----------------|---|
| Union/Issue | Estimated Cost | Comments |
| Article 25, Section 1: Across the board pay increase of 5% effective the first pay period in July 2019. | \$11.2m | Downloaded all positions for CBU 04 that were transferred into LAS/PBS from PeopleFirst on 11/20/18. Calculated a 5% pay adjustment for all positions effective July 1, 2019. Increase applied to 3,105.4 FTE. Amount includes retirement/FICA impacts. |
| Article 25, Section 6: Pay increase based on tenure: 15 years or more to receive a 3% increase; 10 years or more to receive a 2% increase; 5 years or more to receive a 1% increase | \$2.6m | Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2020 (if the employee had a hire date of 4/3/2015, they would reach 5 years on 4/3/20, though the total includes the 1% for an entire year). Applied the 1%, 2%, or 3% based on those years of service (5-9 years = 1%, 10-14 years = 2%, and 15 or more years = 3%). The salary rate used as the basis of the calculation was after the 5% from Section 1 was calculated. Amount includes retirement/FICA impacts. |
| Article 26: \$1 increase in the hourly pay employee's working an evening or night shift. | \$559,799 | The estimated amount was calculated using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were calculated based on working 693 hours annually for the evening shift and 693 hours annually for the night shift (2,080 annual hours divided by three). There were 226 positions for which an increase was calculated. Amount includes retirement/FICA impacts. |

Federation of Physicians and Dentists - State Employees Attorneys Guild
SES Attorneys Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Successor Agreement
ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|---|---|
| 1 - Recognition | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 2 - Gender Reference | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 3 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 4 - No Discrimination | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 5 - Employee Rights, Management, and Union Communications | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 6 - Grievance Procedure | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 7 - Employee Standards of Conduct and Performance | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 8 - Workforce Reduction | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 9 - Reassignment and Transfer | 2/28/19: Removes all language in Sections 1, 2 and 3. Revises transfer language to reflect that the request for a transfer will be considered for a vacant position within the agency in which the employee is employed. | | Reassignment is an action applicable only to the Career Service. SES employees are not reassigned; each appointment is an original appointment. |

Federation of Physicians and Dentists - State Employees Attorneys Guild
SES Attorneys Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|----------------------------------|---|----------------|---|
| 10 - Classification and Pay Plan | <p>2/28/19: (A) Removes language requiring the Department of Management Services to provide the Union with comparisons of public and private sector salaries and benefits conducted by the Department.</p> <p>(B) Revises language to clarify that employee and Union will be provided access to the employee's current position description and that upon request, an employee shall be provided a copy of his position description, by hard copy or electronic means.</p> <p>(D) Revises language to clarify and incorporate that all approved Job Families, Occupational Group Characteristics and Occupation Profiles will be included in the classification and pay plan.</p> <p>(E) Removes the caveat that an increase in salary is based on the employee's initial or subsequent appraisal. Adds language that provides that a vacant position may be filled below the minimum of the pay band if approved by the Secretary of DMS.</p> | | <p>In Section (A), the State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provision's infringement on the ongoing research of DMS which conducts salary comparisons for agency positions on an ongoing basis. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.</p> |

Federation of Physicians and Dentists - State Employees Attorneys Guild
SES Attorneys Unit - State Personnel System
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Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|---|---|
| 10 - Classification and Pay Plan | (continued from above) (F) Deletes requirement that the Union is to be notified of any employee salary increases. Revises current language to reflect that the Department may adjust a pay band in the classification and pay plan when adjustments are appropriate and that the Union is to be notified in writing of such adjustments. | | Section (F) - Individual pay adjustments are at the discretion of the agency and can only be authorized by the Legislature. |
| 11 - Classification Review and Professional Practice Scope | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 12 - Personnel Records | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 13 - Safety | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 14 - Replacement of Personal Property | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 15 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 16 - Hours of Work and Employee Leave | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

Federation of Physicians and Dentists - State Employees Attorneys Guild
SES Attorneys Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
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Negotiations for Fiscal Year 2019-20 Successor Agreement
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Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------------------|--|---|---|
| 17 - Training and Education | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 18 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | 3/4/19: Proposes a competitive pay adjustment for eligible full-time and part-time employees who meet their required performance standards in the amount of a 5% increase to their base rate of pay. Proposes the term "commendable", rather than "exemplary", for purposes of the performance standard for merit increases. | 3/5/19: OPB costing of Union proposal is \$3M. There term "exemplary" is used by the legislature in the applicable General Appropriations Act provision. |
| 19 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/26/19: Tentatively Agreed to State's Proposal of 2/1/19. | |
| 20 - Per Diem and Travel Expenses | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

Federation of Physicians and Dentists - State Employees Attorneys Guild
SES Attorneys Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
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Negotiations for Fiscal Year 2019-20 Successor Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---------------------------------------|---|----------|
| 21 - Employment Outside of State Government | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 22 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 23 - Management Rights | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 24 - Entire Agreement | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 25 - Savings Clause | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 26 - Duration | 2/28/19: Proposed one-year agreement. | | |

Article 9

REASSIGNMENT and TRANSFER

Employees are subject to ~~reassignment or~~ transfer at the discretion of the Agency Head. However, employees shall have the opportunity to request to be considered for ~~reassignment or~~ transfer to a vacant position within the agency in accordance with the provisions of this Article.

SECTION 1—Definitions

~~As used in this Article:~~

~~“Reassignment” shall mean the moving of an employee from a position in a broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary and shall be treated as an original appointment.~~

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

SECTION 2—Voluntary Reassignment or Transfer

~~(A) An employee who has attained 12 months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment or transfer on a request form supplied by the agency. Such requests shall indicate the position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.~~

~~(B) An employee may submit a request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests can be filed in June to become effective on July 1.~~

~~(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The agency shall provide a copy of the request form to the Union upon its request.~~

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

~~(D) — When an employee has been reassigned or transferred pursuant to a request filed under this Article, all other pending requests shall be canceled. No other request may be filed under this Article for a period of 12 months following the employee's reassignment or transfer. If an employee declines an offer of reassignment or transfer pursuant to a request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a request for a period of 12 months.~~

SECTION 3 — Involuntary Reassignment or Transfer

~~(A) — Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment or transfer of an employee according to the needs of the agency.~~

~~(B) — An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting an involuntary reassignment or transfer of the employee. An agency shall make a good faith effort to provide 30 calendar days' notice but shall provide 14 calendar days' notice prior to the agency effecting an involuntary reassignment or transfer of the employee that would require a relocation of the employee's residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this unit, designed to attract and retain qualified personnel consistent with applicable law, rules, and regulations.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided ~~a copy of the employee's position description~~ access to current position descriptions. Upon request, an employee shall be provided a copy of his position description, either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

(1) All approved pay bands;

(2) ~~The allocation of each position to a pay broadband level~~ All approved Job Families, Occupational Group Characteristics, and Occupation Profiles; and

(3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay ~~range~~ band. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such the increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to budget limitations in the instance of a fiscal exigencyt circumstances. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

(F) ~~Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any salary increases.~~ The Department may adjust a pay band in the classification and pay plan when adjustments are appropriate. The Union shall be notified in writing of such adjustments.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Article 18
WAGES

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Date

Article 18 WAGES

SECTION 1 – Pay Provisions - General

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

SECTION 2 - Performance Pay

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

SECTION 3 - Competitive Pay Adjustments

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

Article 26 DURATION

SECTION 1 – Term

This Agreement shall remain in full force and effect through the ~~thirtieth~~ thirtieth day of June, ~~2019~~2020. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the state and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by email or U.S. Mail, return receipt requested, and if by the state shall be addressed to the State Employees Attorneys Guild, affiliated with the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, ~~1310 Cross Creek Circle~~ Post Office Box 1838, Tallahassee, Florida ~~32301~~ 32348; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Agreement, as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

| State Employees Attorneys Unit - CBU 81 Fiscal Year 2019-2020 | | |
|--|----------------|--|
| Union/Issue | Estimated Cost | Comments |
| Article 18, Section 3 - Provide a competitive pay adjustment to eligible full-time and part-time employees who meet their required performance standard in the amount of 5% increase to their base rate of pay. | \$3M | Estimated cost is based on a 5% increase, including benefits, for 829.5 FTE for 12 months. PeopleFirst data as of 3/4/19 transferred into LAS/PBS was the source of the calculation. NOTE: If only filled positions are considered, the FTE is decreased to 737 and the cost for 12 months (including benefits) is \$2.7M. Calculations assume that all positions are meeting the required performance standard and are eligible for the increase. |

Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Successor Agreement
ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|---|---|
| 1 - Recognition | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 2 - Gender Reference | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 3 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 4 - No Discrimination | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 5 - Employee Rights, Management, and Union Communications | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 6 - Grievance Procedure | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 7 - Employee Standards of Conduct and Performance | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 8 - Workforce Reduction | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 9 - Reassignment and Transfer | 2/28/19: Removes all language in Sections 1, 2 and 3. Revises transfer language to reflect that a request for transfer will be considered for a vacant position within the agency in which the employee is employed. | | Reassignment is an action only applicable to the Career Service. SES employees are not reassigned. Each appointment is an original appointment. |

Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
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ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|----------------------------------|---|----------------|---|
| 10 - Classification and Pay Plan | <p>2/28/19: (A) Removes language requiring the Department of Management Services to provide the Union with comparisons of public and private sector salaries and benefits conducted by the Department.</p> <p>(B) Revises language to clarify that employee and Union will be provided access to the employee's current position description and that upon request, an employee shall be provided a copy of his position description, by hard copy or electronic means.</p> <p>(D) Revises language to clarify and incorporate that all approved Job Families, Occupational Group Characteristics and Occupation Profiles will be included in the classification and pay plan.</p> <p>(continued below)</p> | | <p>In Section (A), the State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provision's infringement on the ongoing research of DMS which conducts salary comparisons for agency positions on an ongoing basis. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.</p> |

Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|----------------------------------|--|----------------|--|
| 10 - Classification and Pay Plan | <p>(continued from above)</p> <p>(E) Adds language that provides that a vacant position may be filled below the minimum of the pay band if approved by the Secretary of Department of Management Services. Removes language that requires the Union to be notified in writing of any increase or decrease in an employee's salary.</p> <p>(F) Removes language requiring an employing agency to report to the Department of Management Services the initial salary for each appointment to an SES position in the Unit and any change in the salary. Also, removes the provision that requires the Department of Management Services to provide Agency Heads and the Union with instructions on how employees' salaries will be affected by a change in pay bands. Adds language that requires the Department to notify the Union in writing of such pay band adjustments.</p> | | <p>Section (E) - The State's proposal to include this language is needed if warranted by budget limitations.</p> |

Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
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Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---------------------|---|----------|
| 11 - Classification Review and Professional Practice Scope | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 12 - Personnel Records | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 13 - Safety | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 14 - Replacement of Personal Property | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 15 - Drug Testing | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 16 - Leaves of Absence, Hours of Work and Disability Leave With Pay | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 17 - Training and Education | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

**Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
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Shaded - Closed/Tentatively Agreed Articles**

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|--|---|
| 18 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | 3/4/19: Proposes a competitive pay adjustment for eligible full-time and part-time employees who meet their required performance standards in the amount of a 5% increase to their base rate of pay. Proposes the term "commendable", rather than exemplary", for purposes of the performance standard for merit increases. | 3/5/19: OPB costing of Union proposal is \$1.3M. The term "exemplary" is used by the legislature in the applicable General Appropriations Act provision. |
| 19 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/26/19: Tentatively Agreed to State's Proposal of 2/1/19. | |
| 20 - Per Diem and Travel Expenses | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 21 - Pay Plan and Classification of Work | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 22 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 23 - Management Rights | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

Federation of Physicians and Dentists
SES Physicians Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
Status of Collective Bargaining Negotiations as of: March 5, 2019
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------|---------------------------------------|---|----------|
| 24 - Entire Agreement | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 25 - Savings Clause | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 26 - Duration | 2/18/19: Proposed one-year agreement. | | |

Article 9
REASSIGNMENT and TRANSFER

Employees are subject to ~~reassignment or~~ transfer at the discretion of the Agency Head. However, employees shall have the opportunity to request to be considered for ~~reassignment or~~ transfer to a vacant position within the agency in accordance with the provisions of this Article.

SECTION 1 — Definitions

As used in this Article:

“Reassignment” shall mean the moving of an employee from a position in a broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary and shall be treated as an original appointment.

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

SECTION 2 — Voluntary Reassignment or Transfer

(A) — An employee who has attained 12 months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment or transfer on a request form supplied by the agency. Such requests shall indicate the position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) — An employee may submit a request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests can be filed in June to become effective on July 1.

(C) — All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The agency shall provide a copy of the request form to the Union upon its request.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

~~(D) — When an employee has been reassigned or transferred pursuant to a request filed under this Article, all other pending requests shall be canceled. No other request may be filed under this Article for a period of 12 months following the employee's reassignment or transfer. If an employee declines an offer of reassignment or transfer pursuant to a request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a request for a period of 12 months.~~

~~SECTION 3 — Involuntary Reassignment or Transfer~~

~~(A) — Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment or transfer of an employee according to the needs of the agency.~~

~~(B) — An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting an involuntary reassignment or transfer of the employee. An agency shall make a good faith effort to provide 30 calendar days' notice but shall provide 14 calendar days' notice prior to the agency effecting an involuntary reassignment or transfer of the employee that would require a relocation of the employee's residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel consistent with applicable law, rules, and regulations. ~~When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.~~

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request, an employee shall be provided a copy of his position description, either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

(1) All approved pay bands~~;~~;

(2) ~~The allocation of each position to a pay band~~All approved Job Families, Occupational Group Characteristics, and Occupation Profiles; and

(3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay band. ~~Based on the employee's initial or subsequent appraisal, the~~ The Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for ~~the~~such increase, and ~~such~~the increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band ~~only~~due to budget limitations in the instance of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services. ~~All acting appointments will be handled and compensated in accordance~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

~~with Chapter 60L-33, Florida Administrative Code. The Union shall be notified in writing of any increase or decrease in a bargaining unit employee's salary. Increases in salary will be consistent with state law.~~

(F) ~~Unless a different reporting procedure is prescribed by the Secretary of the Department of Management Services, the employing agency shall promptly report to the Department the initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such when adjustments are deemed appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all Agency Heads, of which a copy shall be provided to the Union. The Union shall be notified in writing of such adjustments.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Article 18
WAGES

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Date

Article 18 WAGES

SECTION 1 – Pay Provisions - General

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

SECTION 2 - Performance Pay

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

SECTION 3 - Competitive Pay Adjustments

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

Article 26
DURATION

SECTION 1 – Term

This Agreement shall remain in full force and effect through the ~~thirtieth~~ 30th day of June, ~~2019~~2020. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the state and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by email or U.S. Mail, return receipt requested, and if by the state shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, ~~1310 Cross Creek Circle~~ Post Office Box 1838, Tallahassee, Florida ~~32304~~32348; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

| Physicians Unit - CBU 80 Fiscal Year 2019-2020 | | |
|--|----------------|--|
| Union/Issue | Estimated Cost | Comments |
| Article 18, Section 3 - Provide a competitive pay adjustment to eligible full-time and part-time employees who meet their required performance standard in the amount of 5% increase to their base rate of pay. | \$1.3M | Estimated cost is based on a 5% increase, including benefits, for 149.05 FTE for 12 months. PeopleFirst data as of 3/4/19 transferred into LAS/PBS was the source of the calculation. NOTE: If only filled positions are considered, the FTE is decreased to 106.35 and the cost for 12 months (including benefits) is \$1.1M. Calculations assume that all positions are meeting the required performance standard and are eligible for the increase. |

Federation of Physicians and Dentists
Supervisory Non-Professional Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
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ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---------------------|---|----------|
| 1 - Recognition | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 2 - Gender Reference | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 3 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 4 - No Discrimination | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 5 - Union Activities and Employee Representation | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 6 - Grievance Procedure | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 7 - Employee Standards of Conduct | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 8 - Employee Rights | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 9 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 10 - Career Opportunities | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

Federation of Physicians and Dentists
Supervisory Non-Professional Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
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ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|---|--|
| 11 - Classification and Pay Plan | <p>2/28/19: (A) Removes language requiring the Department of Management Services to provide the Union with comparisons conducted by the Department of public and private sector salaries.</p> <p>(D) Revises language to clarify and incorporate that all approved Job Families, Occupational Group Characteristics and Occupation Profiles will be included in the classification and pay plan.</p> <p>(F) Removes language requiring the Union to be notified in writing of individual salary increases. Provides that the Department of Management Services will notify the Union of adjustments in pay bands.</p> | | <p>In Section (A), the State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provision's infringement on the ongoing research of DMS which conducts salary comparisons for agency positions on an ongoing basis. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.</p> <p>Section (F) - Individual pay adjustments are at the discretion of the agency and can only be done as authorized by the Legislature.</p> |
| 12 - Personnel File | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 13 - Safety | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 14 - Review and Performance Evaluation | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

**Federation of Physicians and Dentists
Supervisory Non-Professional Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|---|----------|
| 15 - Scope of Professional Responsibilities | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 16 - Employment Outside of State Government | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 17 - Drug Testing | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 18 - Hours of Work/Overtime and Leaves of Absence | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 19 - Holidays | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 20 - Training | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 21 - Travel Expenses | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 22 - Replacement of Personal Property | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 23 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/26/19: Tentatively Agreed to State's Proposal of 2/1/19. | |

Federation of Physicians and Dentists
Supervisory Non-Professional Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2019
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Successor Agreement
ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------|--|---|---|
| 24 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 25 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | 3/4/19: Proposes a competitive pay adjustment for eligible full-time and part-time employees who meet their required performance standards in the amount of a 5% increase to their base rate of pay. Proposes the term "commendable", rather than "exemplary", for purposes of the performance standard for merit increases. | 3/5/19: OPB costing of Union proposal is \$1.3M. The term "exemplary" is used by the legislature in the applicable General Appropriations Act provision. |
| 26 - Printing of the Agreement | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 27 - Vacant | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 28 - Management Rights | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |

Federation of Physicians and Dentists
Supervisory Non-Professional Unit - State Personnel System
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Negotiations for Fiscal Year 2019-20 Successor Agreement
ALL Articles Open for Negotiations
Shaded - Closed/Tentatively Agreed Articles

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------|---------------------------------------|---|----------|
| 29 - Entire Agreement | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 30 - Savings Clause | 2/25/19: Status Quo | 2/26/19: Tentatively Agreed to State's Proposal of 2/25/19. | |
| 31 - Duration | 2/28/19: Proposed one-year agreement. | | |

Article 11
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this unit, designed to attract and retain qualified personnel consistent with applicable law, rules, and regulations. ~~When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.~~

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request an employee shall be provided a copy of his position description either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the current position description.

(D) The classification and pay plan includes:

(1) All approved pay bands;

(2) ~~The allocation of each position to a broadband level~~All approved Job Families, Occupational Group Characteristics, and Occupation Profiles; and

(3) Provisions governing the administration of the plan.

(E) Upon making an original or subsequent appointment to a Selected Exempt Service position in this unit, the employing agency shall set the salary at an amount within the assigned pay band. The Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for the increase, and the increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

(F) The Department of ~~Management Services~~ may adjust a pay band in the classification and pay plan when adjustments are appropriate. ~~A salary adjustment shall be consistent with state law.~~ The Union shall be notified, in writing, of ~~individual salary increases~~ such adjustments.

For the State

Michael Mattimore
State's Chief Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Date

Article 25

WAGES

SECTION 1 – Pay Provisions - General

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

SECTION 2 - Performance Pay

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

SECTION 3 - Competitive Pay Adjustments

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

Article 31
DURATION

SECTION 1 – Term

This Agreement shall remain in full force and effect through the ~~thirtieth~~ 30th day of June, ~~2019~~ 2020. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the state and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by email or U.S. Mail, return receipt requested, and if by the state shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, ~~1310 Cross Creek Circle~~ Post Office Box 1838, Tallahassee, Florida ~~32304~~ 32348; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Henry Santana
Chief Negotiator

Date

| Non-Professional Supervisors - CBU 86 Fiscal Year 2019-2020 | | |
|--|----------------|--|
| Union/Issue | Estimated Cost | Comments |
| Article 25, Section 3 - Provide a competitive pay adjustment to eligible full-time and part-time employees who meet their required performance standard in the amount of 5% increase to their base rate of pay. | \$2.7M | Estimated cost is based on a 5% increase, including benefits, for 1,202.75 FTE for 12 months. PeopleFirst data as of 3/4/19 transferred into LAS/PBS was the source of the calculation. NOTE: If only filled positions are considered, the FTE is decreased to 1,119.55 and the cost for 12 months (including benefits) is \$2.5M. Calculations assume that all positions are meeting the required performance standard and are eligible for the increase. |

Florida State Fire Service Association
Fire Service Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|---|--|--|
| 13 - Health and Welfare | <p>2/1/19: Section 1. In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-2020.</p> <p>3/4/19: Status Quo on Sections 2, 3, and 4. Do not agree with Union proposal for new Section 5.</p> | <p>1/31/19: Adds Section 5 - Laundry & Showers for Decontamination. Requires that the Department of Agriculture, Florida Forest Service provide laundry and decontamination shower facilities for Forest Fire Services staff. (The proposal does not attempt to specify the location of these facilities.)</p> | <p>Department of Agriculture, Florida Forest Service currently provides shower facilities within each district/field unit. These facilities may be utilized in the event of an emergency or for work related activities.</p> <p>Department of Agriculture, Florida Forest Service does not recommend laundry facilities within their field units, as the harmful contaminants found in structural fires are not normally present on wildland fires, therefore making laundry facilities for general use unnecessary.</p> |

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| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------|--|--|---|
| 23 - Hours of Work and Overtime | 3/4/19: Status Quo. Reviewing DMA timekeeping issue (see comments). | <p>1/31/19: Adds Section 6 - People First (PF) Time/Leave Tracking. Provides for all CBU members the ability to use People First for keeping track of hours worked, leave credits earned and/or used, etc. States that if the supervisor adds actions in PF, the employee will be notified within a reasonable time.</p> <p>3/5/19: Union tentatively agreed to State's counter proposal of Status Quo of 3/4/19.</p> <p>(continued below)</p> | <p>The Department of Military Affairs (DMA) firefighters are not able to utilize Florida's People First statewide system for timekeeping, attendance, and leave purposes due to the DMA's and National Guard Bureau's (NGB) agreed-upon Cooperative Agreement dated October 2015, which funds the DMA firefighter program and requires DMA firefighters to work a 53-hour weekly schedule of regular time (a minimum of 212 hours during a 28 day work period) and at least three hours of overtime if the employee meets section 207K requirements of the Fair Labor Standards Act.</p> <p>(continued below)</p> |

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| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------|----------------|--|--|
| 23 - Hours of Work and Overtime | | <p>(continued from above)</p> <p>Adds Section 7 - Hazard/Physical Hardship Duty Pay Additive. (A) Provides for an additional hourly pay adjustment of no less than 10% of hourly, base rate of pay when performing hazardous duties or when physical hardships exist for those non-high-risk bargaining unit employees.</p> <p>(continued below)</p> | <p>(continued from above)</p> <p>The DMA has initiated and requested an exception to the Cooperative Agreement requirements to the NGB to allow Florida DMA firefighters to work a 192-hour schedule, which will allow the use of Florida's time attendance and leave module within the People First system. The DMA firefighters already have access to all other People First modules. Until this matter has been reviewed and a final determination issued at the NGB level, DMA firefighters would continue to follow current DMA timekeeping, attendance, and leave procedures.</p> <p>12/10/18 - OPB costing analysis for Section 7 is estimated at: \$419,320.</p> <p>A hazard duty pay additive, as defined in section 110.2035(7)(a)(3), Florida Statutes, is already available for use by agencies when warranted.</p> |

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| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---------------------|--|---|
| 23 - Hours of Work and Overtime | | (continued from above) (B) Defines hazardous duty as duty performed under circumstances which could result in serious injury or death. Also, a duty involving a physical hardship is a 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. | |
| 24 - On-Call Assignment, Call-Back and Residency | 3/4/19: Status Quo. | 1/31/19: Revises Section 2(A) - On Call Additive - Increases on-call pay additive from \$1.00 to \$2.00 per hour. | 12/10/18: OPB costing estimate for the \$1 increase is estimated at: \$276,098. |

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| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|---|--|---|
| 25 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities or other staffing issues. | <p>1/31/19: Section 2 - Revises language to give pay adjustments of \$2,500 to the base rate of pay (retroactive to 6/30/18) for all employees in the following classes: (1) Fire Protection Specialist (Class Code 8804; (2) Field Representative Supervisor (Class Code 1366); (3) Field Representative (Class Code 1360); (4) Fire College Instructor Supervisor (Class Code 1364); and (5) Fire College Instructor (Class Code 1362).</p> <p>Proposes 8% competitive pay increase to the base rate of pay for all bargaining unit employees (effective 7/1/19).</p> <p>(continued below)</p> | <p>12/10/18: OPB costing analysis for a \$2,500 pay adjustment to the base rate of pay for Class Codes 8804, 1366, 1360, 1364 and 1362 would be: \$185,500.</p> <p>Section 2: OPB costing analysis for an 8% competitive pay increase to the base rate of pay for all bargaining unit employees (effective 7/1/19) is estimated at: \$2,278,068.</p> <p>(continued below)</p> |

Florida State Fire Service Association
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| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|----------------|---|---|
| 25 - Wages | | <p>(continued from above)</p> <p>Revises Section 5 - Performance Pay - states that an agency head shall authorize (rather than "is authorized to grant") merit pay increases based on an employee's exemplary performance.</p> <p>Adds: Performance Pay - increases provided based on the performance evaluation shall be listed based on the score for the pool of employees eligible. If the individuals eligible in the Agency exceed the amount of funds available, then the reward shall be provided based on the seniority of the individuals listed.</p> | <p>(continued from above)</p> <p>OPB cost analysis for Section 5 is indeterminable.</p> |

Florida State Fire Service Association
Fire Service Unit - State Personnel System
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Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| Article | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|----------------|--|---|
| 25 - Wages | | <p>(continue from above)</p> <p>Adds Section 8 - Promotional and Annual Step Provisions - states that all bargaining unit positions shall be provided promotional step and annual pay provisions within the pay scale system of each Agency. The scales shall provide for annual increases as evidenced by a performance evaluation score of 3.5 or higher.</p> <p>Adds: Each Agency shall provide promotional opportunities within the position bands which shall hold a minimum pay differential of \$2,500 between positions.</p> | <p>(continued from above)</p> <p>OPB cost analysis for Section 8 is indeterminable.</p> |

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-2020.

SECTION 2 – Employee Assistance Program

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

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

SECTION 3 – Death In-Line-Of Duty Benefits

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

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

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

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

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

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

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

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

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

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

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

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

(3) Team sports are prohibited.

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

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

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

(C) FFS Employee Health Exam & Fitness Test

(1) The FFS employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the FFS *Annual Medical Exam* standard. The employee has the option of utilizing the FFS facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the FFS *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 12 months prior to taking the Fitness Test.

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

(3) Employees who fail the *Annual Medical Exam* will be placed on sick leave until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a personal physician's statement releasing him to full duty status and successfully completes the *Annual Medical Exam* at a FFS medical examination facility, or is certified to take the *Annual Fitness Test* utilizing the FFS *Annual Medical Exam* standard, by his personal physician (at personal cost), he will be required to take the Annual Fitness Test within 30 days of medical release to full duty status. Should the employee fail the Annual Fitness Test after release to full duty status, he will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph (C)(2) above.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael Brennan
President and Chief Negotiator

Date

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

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

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

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Michael Brennan
President and Chief Negotiator

Date

Article 13

HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

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

Sections 2-4 FSFSA proposes Status Quo

SECTION 5 – Laundry & Showers for Decontamination

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael T. Brennan
President and Chief Negotiator

Date

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

SECTION 1 – On-Call

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

SECTION 2 – On-Call 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, will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee’s paygrade for 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 are not to be granted on the basis of favoritism.

SECTION 3 – Call Back

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

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

SECTION 4 – Residency Requirement

Florida Forest Service employees will reside within a radius of 30 statute miles of their permanent assigned headquarters. However, single engine and multi-engine reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael Brennan
President and Chief Negotiator

Date

Article 24

ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 – *FSFSA proposes Status Quo*

SECTION 2 – On-Call Additive

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

(B-C) *FSFSA proposes Status Quo*

Sections 3 – 4 *FSFSA proposes Status Quo*

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael T. Brennan
President and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020 , and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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

Michael Brennan
President and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Pay shall be in accordance with the Fiscal Year 20198-201920 General Appropriations Act and other provisions of state law.

SECTION 2 – Competitive Pay Adjustments

In accordance with the authority provided in the Governor’s recommendations for Section 8 of the General Appropriations Act, effective July 1, 20188, the Department of Agriculture and Consumer ServicesState of Florida shall grant competitive pay adjustments of ~~ten percent~~\$2500.00 back to the June 30, 2018 base rate of pay of all employees filling a firefighter positions in the following classes which were not provided recognition in the 2018-19 provision:

1. Fire Protection Specialist (Code 8804)
2. Field Representative Supervisor (Code 1366)
3. Field Representative (Code1360)
4. Fire College Instructor Supervisor (Code 1364)
5. Fire College Instructor (Code 1362)

1. Forest Ranger (Code 7609),
2. Senior Forest Ranger (Code 7610),
3. Multi-Engine Reciprocal Aircraft Pilot – Fire (Code 6568),
4. Single-Engine Reciprocal Aircraft Pilot – Fire (Code6570), and
5. Firefighter Rotorcraft Pilot (Code 6577).

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

1. Forest Ranger (Code 7609),
2. Senior Forest Ranger (Code 7610),
3. Multi-Engine Reciprocal Aircraft Pilot - Fire (Code 6568),
4. Single-Engine Reciprocal Aircraft Pilot - Fire (Code6570), and

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

- 5. Firefighter Rotorcraft Pilot (Code 6577)**
- 6. Fire Protection Specialist (Code 8804)**
- 7. Field Representative Supervisor (Code 1366)**
- 8. Field Representative (Code 1360)**
- 9. Fire College Instructor Supervisor (Code 1364)**
- 10. Fire College Instructor (Code 1362)**
- 11. Firefighters (Code 6411)**
- 12. Firefighter Supervisor (Code 6412)**

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

In accordance with the authority provided in the Fiscal Year **20198-202019** 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 **20198-202019** General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency ~~is shall~~ authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code. **Performance Pay increases provided based on the performance evaluation shall be listed based on score for the pool of employees eligible. If the individuals**

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

eligible in the Agency exceed the amount of funds available, then the reward shall be provided based off the seniority of the individuals listed.

SECTION 6– Competitive Area Differential

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

SECTION 7 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year **20198-2019** General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency ~~is~~ **shall** authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 8 – Promotional and Annual Step Provisions

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

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

| The Florida State Fire Service Association - CBU 11 Wage Proposals Fiscal Year 2019-2020 | | |
|--|---------------------------------|---|
| Union/Issue | Estimated Cost | Comments |
| Article 23, Section 7: Proposes that when hazardous situations or physical hardships exist, non-high risk bargaining unit members will receive an hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties. | \$419,320 | Utilized positions downloaded from the PeopleFirst system for CBU 11 as of December 7, 2018. Excluded any positions with high risk retirement codes (HB, HJ, PB, PJ, UB/CB) and applied a 10% increase to the salary rate after the pay increases from Article 25 were calculated. Because it is not possible to determine how frequently unit members perform duties where hazardous situations or physical hardships exist, it is assumed that they are performed 100% of the time. The increase was applied to 80 FTE. The amount includes retirement impacts. |
| Article 24, Section 2: Proposes that unit members required to be on-call shall be paid an on-call additive in the amount of \$2.00 per hour for the hour(s) such employee is required to be on-call pursuant to Rule | \$276,098 | PeopleFirst provided a listing of employees in CBU 11 that received the \$1 on-call additive in FY 2017-18. A total of 208,928 on-call hours received the additive (all within DACS). The estimated cost was derived by adding the \$1 per hour additive cost plus an approximate \$67,170 retirement impact. |
| Article 25, Section 2: Proposes that retroactive to July 1, 2018, all employees filling a position in Class Codes 8804, 1366, 1360, 1364, and 1362 receive a competitive pay adjustment of \$2,500. | FY 2018-19 Cost: \$185,500 | Utilized positions downloaded from the PeopleFirst system for CBU 11 as of December 7, 2018. Isolated only those positions in the impacted classes. Applied a \$2,500 increase to the salary rate for 63 FTE. The amount includes retirement impacts. |
| Article 25, Section 2: Proposes that, effective July 1, 2019, a competitive pay adjustment of 8% would be added to the base rate of pay for all employees in the following class codes: 7609, 7610, 6568, 6570, 6577, 8804, 1366, 1360, 1364, and 1362. | FY 2019-20 Cost: \$2,136,173 | Using the PeopleFirst download from above, calculated an updated base rate for those positions impacted by the \$2,500 increase for FY 2018-19. Calculated an 8% increase for the specified classes (592 FTE). The amount includes retirement impacts. |
| REVISED Article 25, Section 2: Proposes that, effective July 1, 2019, a competitive pay adjustment of 8% would be added to the base rate of pay for all CBU employees. | FY 2019-20 Cost: \$2,278,068 | Using the PeopleFirst download from above, calculated an updated base rate for those positions impacted by the \$2,500 increase for FY 2018-19. Calculated an 8% increase for all positions in the CBU (629 FTE). The amount includes retirement impacts. |
| Article 25, Section 5: Proposes performance pay increases based on the performance evaluation scores of a pool of eligible employees. If the eligible individuals in the agency exceed the amount of funds available, then the reward shall be provided based on seniority. | | The language indicates that increases would be contingent upon the availability of funds. The availability of excess funds, and pool of eligible employees, is unknown at this time. |
| Article 25, Section 8: Proposes that all bargaining unit positions shall be provided promotional step and annual pay provisions within the pay scale system of each agency. Each agency shall provide promotional opportunities within the position bands which shall hold a minimum differential of \$2,500 between positions. | Indeterminable | Need a proposed step plan in order to calculate fiscal impacts. |
| | | |
| | | As of: 1-23-19 |

Florida Police Benevolent Association
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|---|
| 18 – Hours of Work, Leave and Job-Connected Disability | 3/4/19: Section 5(B) - The State proposes the elimination of contract language which provides for a 40-hour workweek for the purpose of overtime calculation, rather than an 80 or 160-hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory. | | <p>3/4/19: Section 5(B) - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.</p> <p>The conversion from 160 to 40 hours could require the individual review of almost 1,600 timesheets by the HSMV Human Resources office for each affected pay period.</p> |

**Florida Police Benevolent Association
Florida Highway Patrol Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|--|--|---|
| 25 – Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | <p>1/2/19: The Union proposes by email a 3.5% across-the-board increase for all bargaining unit employees effective 7/1/19.</p> <p>2/19/19: The Union provides a modified proposal that includes the 1/2/19 3.5% across-the-board increase for all bargaining unit members, but adds that the Union is open to including a career development plan, specialty pay, and critical market pay additives.</p> <p>2/25/19: Section 4 - The Union offers a counter to the State's 2/1/19 Article 25 proposal to include language requiring an agency to consult with the unit's bargaining representative before granting discretionary pay adjustments for the purpose of addressing retention, pay inequities, or other staffing issues.</p> | 1/5/19: OPB Costing estimate - \$3.8M. Utilized LAS/PBS transaction to calculate increase based on People First data transferred on 1/3/19. Increase was applied to 1,793 FTE. Assumed effective date is 7/1/19, and amount includes retirement/FICA increases. |

**Florida Police Benevolent Association
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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Shaded: Closed/Tentative Agreement**

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|--|----------|
| 27 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/25/19: Union tentatively agreed to State's proposal. | |

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

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

SECTION 1 – Workday, Work Period

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

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

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

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

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

SECTION 4 – Rest Periods

(A) A supervisor shall not unreasonably deny an employee a 15 minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

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

SECTION 5 – Overtime

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

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; ~~provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40-hour 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.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

SECTION 6 – FLSA Compensatory Leave

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

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

SECTION 7 – Special Compensatory Leave

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

(B) Use of Special Compensatory Leave:

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

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

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

(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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

SECTION 8 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 9 – Disability Leave with Pay

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

SECTION 10 – Alternate Duty

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

Article 25

WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Internal Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, the Agency Head, contingent upon the availability of funds and at the Agency Head’s discretion, in consultation with the collective bargaining representative, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25
WAGES

The PBA proposes a 3.5% across the board for all bargaining unit members. Additionally, we are open to including an agency's career development plan, specialty pay, and critical market pay additives to our proposal following review.

| Police Benevolent Association - CBU 12 (State Highway Patrol) Wage Proposal Fiscal Year 2019-2020 | | |
|--|----------------|---|
| Union/Issue | Estimated Cost | Comments |
| Propose a 3.5% across the board increase for all bargaining unit employees. | \$3.8M | Utilized LAS/PBS transaction to calculate increase based on PeopleFirst data transferred on 1/3/19. Increase was applied to 1,793 FTE. Assumed effective date is 7/1/2019, and amount includes retirement/FICA increases. |

Florida Police Benevolent Association
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|---|
| 18 – Hours of Work, Leave and Job-Connected Disability | 3/4/19: Section 5(B) - The State proposes the elimination of contract language which provides for a 40-hour workweek for the purpose of overtime calculation, rather than an 80 or 160-hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory. | | <p>3/4/19: Section 5(B) - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.</p> <p>The conversion could require the individual review of almost 1,200 timesheets by the various agency Human Resources offices for each affected pay period.</p> |

Florida Police Benevolent Association
Law Enforcement Unit - State Personnel System
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|------------|--|--|---|
| 25 – Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | <p>1/2/19: The Union proposes by email a 3.5% across-the-board increase for all bargaining unit employees effective 7/1/19.</p> <p>2/19/19: The Union provides a modified proposal that includes the 1/2/19 3.5% across-the-board increase for all bargaining unit members, but adds that the Union is open to including a career development plan, specialty pay, and critical market pay additives.</p> <p>2/25/19: Section 4 - The Union offers a counter to the State's 2/1/19 Article 25 proposal to include language requiring an agency to consult with the unit's bargaining representative before granting discretionary pay adjustments for the purpose of addressing retention, pay inequities, or other staffing issues.</p> | 1/5/19: OPB Costing estimate - \$2.6M. Utilized LAS/PBS transaction to calculate increase based on People First data transferred on 1/1/19. Increase was applied to 1,273 FTE. Assumed effective date is 7/1/19, and amount includes retirement/FICA increases. |

**Florida Police Benevolent Association
Law Enforcement Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|--|----------|
| 27 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/25/19: Union tentatively agreed to State's proposal. | |

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

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

SECTION 1 – Workday

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

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

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

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

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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 – Rest Periods

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

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

SECTION 5 – Overtime

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

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

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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

SECTION 6 – FLSA Compensatory Leave

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave”. Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

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

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

SECTION 7 – Special Compensatory Leave

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

(B) Use of Special Compensatory Leave:

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

SECTION 8 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 9 – Disability Leave with Pay

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

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

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

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, Florida Administrative Code. The Department shall approve such requests that, 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

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

SECTION 10 – Alternate Duty

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25 WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Internal Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2019-2020, the Agency Head, contingent upon the availability of funds and at the Agency Head's discretion, in consultation with the collective bargaining representative, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25
WAGES

The PBA proposes a 3.5% across the board for all bargaining unit members. Additionally, we are open to including an agency's career development plan, specialty pay, and critical market pay additives to our proposal following review.

| Police Benevolent Association - CBU 06 (Law Enforcement) Wage Proposal Fiscal Year 2019-2020 | | |
|---|----------------|---|
| Union/Issue | Estimated Cost | Comments |
| Propose a 3.5% across the board increase for all bargaining unit employees. | \$2.6M | Utilized LAS/PBS transaction to calculate increase based on PeopleFirst data transferred on 1/3/19. Increase was applied to 1,273 FTE. Assumed effective date is 7/1/2019, and amount includes retirement/FICA increases. |

**Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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Shaded: Closed/Tentative Agreement**

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------|---|----------------|----------|
| 10 - Promotions | 2/22/19: The State proposes revisions to FDC Procedure 208.005 (Correctional Officer and Correctional Probation Officer Promotional Process) referenced in Article 10, Section 3(C) of the Agreement, allowing a Circuit Administrator or Warden to select from the top five applicants (procedure presently limits selection to top three) if there are at least five applicants interviewed. If there are fewer than five applicants interviewed, applicants will be ranked accordingly. (continued below) | | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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|--------------------------------|--|----------------|----------|
| 10 - Promotions (continued) | (continued from above) Also, the State proposes revisions to FDC Procedure 208.005 to increase the points awarded to applicants based on an educational level higher than the minimum requirements for their current position (procedure presently awards four points for exceeding educational requirements) as follows: 1. Four points for an associates degree (Correctional Officers); 2. Six points for a bachelor's degree (Correctional Officers); and 3. Eight points for a master's degree or higher (Correctional Officers and Correctional Probation Officers). | | |

**Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------------|--|--|--|
| 23 - Hours of Work/Overtime | 3/5/19: Section 2 (F) FDC EMPLOYEES ONLY - The State proposes that posts on the roster that are not covered due to medical transports and unscheduled absences will be filled by the Extended Day Roster, pursuant to Procedure 208.007, "Extended Workdays for Correctional Officers." Posts that are not covered due to anticipated or planned absences during the 28-day work period as identified by the Chief of Security will be filled by the Working Scheduled Day Off Roster, pursuant to Procedure 208.069, "Working Scheduled Day Off for Correctional Officers." | 3/4/19: The Union proposes revisions to FDC Procedure 208.007 "Extended Workdays for Correctional Officers." The proposal is to create the following new sections to the existing procedure: 1. The Union proposes a Mutual Shift Exchange program to allow Correctional Officers the ability to exchange a total of two shifts in a three-month period with peer officers at the same institution. A shift exchange occurs when an officer agrees to exchange shifts with another officer who is not scheduled to work during the requested shift exchange period. Shift exchanges must be equally assigned shifts hours. Both officers must provide notification of the shift exchanges to the Shift Supervisor at least 48-hours prior to the commencement of the first exchanged shift. The use of the shift exchange is not to have any effect on an officer's overtime. The completion of a (continued below) | 3/4/19: The State agrees to explore utilizing the following revisions provided in the Union proposal for FDC Procedure 208.007: 1. A Mutual Shift Exchange program; 2. Maintenance of a list of dual certified Probation Officers volunteering to fill a Level One post at institutions for overtime pay; and 3. Maintenance of a list of certified Correctional Officers from neighboring institutions volunteering to fill a Level One post at institutions for overtime pay. |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|--|----------|
| 23 - Hours of Work/Overtime (continued) | | <p>(continued from above)</p> <p>shift exchange must occur within a three-month period. If an officer willfully or intentionally fails to complete his or her shift exchange, the officer will be prohibited from participating in the Mutual Shift Exchange for a period of 24 months.</p> <p>Critical Staffing Shortages of 10% or higher - When the vacancy rate at an institution reaches 10% or more for a total of 14 days during any 28-day period, mandatory implementation of the following procedures will occur:</p> <ol style="list-style-type: none"> 1. The Warden at the institution/facility is to suspend all non-essential travel; 2. The Warden at the institution/facility is to suspend all training except mandatory re-certification, firearms, and emergency response teams; 3. The Correctional Officer Chief shall make a list of Captains and Lieutenants who volunteer to cover Level One positions. The Captains and Lieutenants <p>(continued below)</p> | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|--|----------|
| 23 - Hours of Work/Overtime (continued) | | (continued from above) will receive specialty pay (time and half regular pay) for all extended hours worked; 4. FDC will maintain a list of dual certified Probation Officers willing to volunteer to fill a Level One post at institutions for overtime pay. The Warden or his designee shall contact Probation Officers from this list who reside within 50 miles to fill a Level One post; 5. FDC will maintain a list of certified Correctional Officers from neighboring institutions willing to volunteer to fill a Level One post at institutions for overtime pay. The Chief of Security will contact Correctional Officers who reside within 50 miles to fill a Level One post; (continued below) | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|--|----------|
| 23 - Hours of Work/Overtime (continued) | | (continued from above) 6. If after implementation of 1. through 5. the Level One posts remain vacant, the following additional procedures shall take effect: a) the Correctional Officer Chief will temporarily move all certified Correctional Officers to include Correctional Officer Captains, Correctional Officer Majors, and Correctional Officer Colonels assigned in Level Three posts to any vacant Level One post until the vacancy rate at the institution no longer exceeds the 10% vacancy rate for more than 28 days. All bargaining unit members and the bargaining representative will receive a 14-day notice prior to implementation; b) the Extended Workday Roster shall be used to fill all remaining Level One posts. 7. While the vacancy rate exceeds 10%, all mandatory flex time will be suspended. | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|--|----------|
| 23 - Hours of Work/Overtime (continued) | | <p>Institutions with Critical Staffing Shortages of 15 % or higher - When the vacancy rate at an institution reaches 15% or higher for a total of 14 days during any 28-day period, implementation of the following will occur:</p> <ol style="list-style-type: none"> 1. All procedures associated with a 10% vacancy rate (see 1. - 6., above) will remain in effect; 2. The Correctional Officer Chief will temporarily move all certified Correctional Officers to include Correctional Officer Captains, Correctional Officer Majors, and Correctional Officer Colonels assigned to a Level Two post to a vacant Level One post until the vacancy rate no longer exceeds 15% for more than 28 days. All bargaining unit members and the bargaining representative will receive a 14-day notice prior to implementation. | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|--|--|--|
| 25 - Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | <p>1/2/19: The Union proposes providing all bargaining unit members in the Correctional Probation Officers classes and Institutional Security Specialist classes \$1,500 in parity pay for 2017 Correctional Officers pay increase.</p> <p>1/2/19: The Union proposes providing a 10% across-the-board increase for all bargaining unit members.</p> | <p>1/5/19: OPB costing estimate of the Union's proposal - \$4.6M. Calculated a \$1,500 increase for the 2,351 employees in the following class codes: 8036, 8037, 8039, 8046, 8040, 8045, 8240, 8041, 8237, and 8238. Assumed effective date of July 1, 2019. Amount includes retirement/FICA impacts.</p> <p>1/5/19: OPB costing estimate of the Union's proposal - \$92.7M. Calculated utilizing positions downloaded from the People First system for CBU 08 as of 1/2/19. Calculated a 10% increase for 19,868 FTE. Assumed effective date of 7/1/19. Amount includes retirement/FICA impacts.</p> |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------|----------------|--|--|
| 25 - Wages (continued) | | <p>2/27/19: The Union provides the State with a modified proposal with revisions to the proposal submitted on 1/2/19.</p> <p>Section 1 - The Union proposes a 5% across-the-board increase for all bargaining unit members (the 1/2/19 proposal was for a 10% across-the-board increase).</p> <p>The Union also proposes providing an additional \$1,500 increase for all bargaining unit members with 4 or more years of service (the 1/2/19 proposal called for also providing an additional \$2,500 increase for all bargaining unit members with 10 or more years of service).</p> | <p>3/1/19: OPB costing estimate of the Union's proposal - \$46.4M. Calculated utilizing positions downloaded from the People First system for CBU 08 as of 1/2/19. Calculated a 5% increase for 19,868 FTE. Assumed effective date of 7/1/19. Amount includes retirement/FICA impacts.</p> <p>3/1/19: OPB costing estimate of the Union's proposal - \$19.1M. Calculated the number of years between 7/1/19, and the Continuous Service Date in People First (this is the date the employee has been continuously employed in a regular position without a break in service). For those 9,686 employees with four or more years of service as of 7/1/19, calculated a \$1,500 increase. Amount includes retirement/FICA impacts.</p> |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------|----------------|---|----------|
| 25 - Wages (continued) | | <p>Section 4 - The Union proposes additional language requiring an agency to consult with the unit's bargaining representative before granting internal pay adjustments for the purpose of addressing retention, pay inequities, or other staffing issues.</p> <p>Section 6 (NEW SECTION) - The Union proposes a new section for "Pay Additives and Other Incentive Programs" currently designated to the Department of Corrections in the GAA.</p> | |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------|----------------|---|---|
| 25 - Wages (continued) | | (a) The Union proposes hazardous duty pay additives, as necessary, be provided to those employees assigned to the Department of Corrections Close Management Units, Community Control Officers, Correctional Probation Specialist and Correctional Probation Senior Officers. | <p>(a) Presently a hazardous duty pay additive (\$40.00 bi-weekly) is provided to those employees assigned to the Department of Corrections institutions' Rapid Response Teams (including the baton, shotgun, and chemical agent teams), and the Correctional Emergency Response Teams. The Union proposal would expand this to Close Management Units, Community Control Officers, Correctional Probation Specialist and Correctional Probation Senior Officers.</p> <p>3/1/19: OPB costing estimate of the Union proposal that hazardous duty pay additives be provided to those employees assigned to the Department of Corrections Close Management Units, Community Control Officers, Correctional Probation Specialist and Correctional Probation Senior Officers - Indeterminate</p> |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

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|---------------------------|----------------|---|--|
| 25 - Wages (continued) | | (b) The Union proposes that the Department of Corrections may grant a temporary special duties pay additive of up to 15% of the employee's base rate of pay for each certified Correctional Officer (class code 8003); certified Correctional Officer Sergeant (class code 8005); certified Correctional Officer Lieutenant (class code 8011), and certified Correctional Officer Captain (class code 8013) during the time the certified officer is employed in an assigned mental health unit post. | <p>(b) Presently the Department of Corrections may grant a temporary special duties pay additive of 10% of the employee's base rate of pay to Correctional Officers (class code 8003); Correctional Officer Sergeants (class code 8005); Correctional Officer Lieutenants (class code 8011); and Correctional Officer Captains (class code 8013) who hold correctional behavioral mental health certifications through the American Correctional Association during the time they are employed in an assigned mental health unit post.</p> <p>3/1/19: OPB costing estimate of temporary special duties pay additives of up to 15% of the employee's base rate of pay during the time the certified officer (class codes 8003, 8005, 8011, and 8013) is employed in an assigned mental health unit post - Indeterminate</p> |

Florida Police Benevolent Association
Security Services Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------|--|---|--|
| 25 - Wages (continued) | | (c) The Union proposes that the Department of Corrections may grant a one-time \$1,000 bonus to all certified Correctional Officers (class codes 8003, 8005, 8011, and 8013) and Correctional Probation Officers (class codes 8036, 8037, 8039, 8040, 8041, 8045, and 8046) who perform instructional services for the Department in the 2019-20 Fiscal Year. | (c) OPB costing estimate of one-time \$1,000 bonus to all certified Correctional Officers (class codes 8003, 8005, 8011, and 8013) and Correctional Probation Officers (class codes 8036, 8037, 8039, 8040, 8041, 8045, and 8046) who perform instructional services during the 2019-20 Fiscal Year - presently collecting data to calculate costing estimate. |
| 27 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/27/19: Union tentatively agreed to State's proposal. | |



JULIE L. JONES**MARK S. INCH**
SECRETARY

PROCEDURE NUMBER: 208.005

PROCEDURE TITLE: CORRECTIONAL OFFICER AND
CORRECTIONAL PROBATION OFFICER
PROMOTIONAL PROCESS

RESPONSIBLE AUTHORITY: OFFICE OF HUMAN RESOURCES

EFFECTIVE DATE: ~~DECEMBER 19, 2017~~

INITIAL ISSUE DATE: JUNE 16, 2000

SUPERSEDES: NONE

RELEVANT DC FORMS: DC2-825, DC2-826, AND DC2-830

ACA/CAC STANDARDS: 4-4048, 4-4053, 4-4057, 4-4058, 4-ACRS-7B-04, 4-ACRS-7E-07,
AND 4-APPFS-3D-19

STATE/FEDERAL STATUTES: CHAPTER 119, AND SECTIONS 1.01(14), 110.112, 295.07,
295.09, AND 945.0311(1)(b), F.S.; ART. 1 s. 24(a) OF THE CONSTITUTION OF THE STATE
OF FLORIDA; AND TITLE 38, U.S. CODE

FLORIDA ADMINISTRATIVE CODE: CHAPTERS 55A-7, 60L-32, 60L-33, AND 60L-
34.0071, F.A.C.

SECURITY SERVICES BARGAINING UNIT AGREEMENT: ARTICLES 9 AND 10

PURPOSE: To establish a uniform process to select the best suited applicant to fill promotional Correctional Officer Sergeant, Lieutenant, Captain, Correctional Probation Senior Officer, Correctional Probation Specialist, Correctional Probation Supervisor, or Correctional Probation Senior Supervisor vacancies based on objective selection guidelines.

DEFINITIONS:

- (1) **Chairperson** refers to the individual on the interview panel who will be responsible for ensuring the interview panel follows the guidelines of the promotional procedure. S/he is authorized to sign as the hiring authority for promotions.
- (2) **Collective Bargaining Unit Observer** refers to either a staff representative or a member of the organization, which for collective bargaining purposes, represents all employees in the security services bargaining unit. Members must be the same or higher rank as the vacant position to observe the interviews.
- (3) **Demotion**, where used herein, refers to 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. An employee who promotes out of the unit may not demote back into the unit at a classification higher than the one previously held except as provided in section (2)(i) of this procedure.
- (4) **Department In-grade Work Experience** refers to continuous work experience without a break in the employee's current broadband level, such as Correctional Officer Sergeant, Correctional Probation Senior Officer, etc.
- (5) **Direct Work Experience** refers to work experience in the specific occupational area. For the Correctional Officer class, positions such as Jailer and county and federal Correctional Officer qualify as direct work experience. Positions such as Security Guard and Watchman will not be considered as direct work experience in the specific occupational area. For the Correctional Probation Officer class, county and federal Probation Officer would qualify as direct work experience; however, positions such as Social Worker, Human Services Counselor, and Employment or Training Counselor will not qualify as direct work experience. Direct work experience is limited to work experience within the State of Florida.
- (6) **Essential Functions** refer to the functional job duties of a position that an applicant or employee must be able to perform either with or without the assistance of a reasonable accommodation.
- (7) **Internal Agency Opportunity** refers to the situation in which the Circuit Administrator or Warden considers applicants from qualified, lower-ranking officers in the same classification series who are currently employed by the Department.
- (8) **Interview Panel** refers to a committee, as defined in sections (7)(a) and (7)(b) of this procedure, who convene to conduct interviews of applicants to fill a vacancy.
- (9) **Lateral Action** refers to 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.

- (10) **Mean** refers to the mathematical calculation of the average number in a range of numbers.
 - (11) **Office Supervisor**, where used herein, refers to the Correctional Probation Supervisor and Senior Supervisor responsible for the operation of the office.
 - (12) **Vacant Position**, where used herein, refers to an authorized position for which a location is recruiting.
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SPECIFIC PROCEDURES:

(1) **GENERAL GUIDELINES GOVERNING THE PROMOTIONAL PROCESS:**

- (a) Vacancies for promotional positions shall be announced through an internal agency advertisement.
- (b) Individuals in the Correctional Officer and Correctional Probation Officer class series currently employed by the Department interested in promotional opportunities, shall apply for the promotional positions as advertised using the People First system to be considered for promotion.
- (c) A Correctional Probation Officer-Institution interested in a promotional opportunity within the Correctional Probation Officer class series shall apply for the promotional positions as advertised using the People First system to be considered for promotional opportunities provided s/he has maintained her/his Correctional Probation Officer certification.
- (d) When filling a vacant position, the Chairperson will select applicants without regard to the applicant's age, race, color, sex, religion, national origin, marital status, or disability except when such requirement constitutes a bona fide occupational qualification necessary to perform the essential functions associated with the position.
- (e) When filling a vacant position, the Chairperson will take affirmative measures to assure equitable representation of minorities and women. This will be done in accordance with the Department's Equal Employment Opportunity Plan, section 110.112, F.S., and federal regulations.
- (f) When filling a vacant position, the Chairperson will select applicants based on the highest combined scores for:
 - 1. education;
 - 2. work experience;
 - 3. training;
 - 4. veteran's preference; and
 - 5. a structured oral interview.
- (g) Each applicant is responsible for applying for promotional opportunities using the People First system. The applicant will list all relevant information to be considered by the interview

panel when determining which applicants will be interviewed and promoted. Applications will only be accepted during the advertising period.

- (h) The Office of Human Resources (OHR) – Labor Relations will ensure all appointments and selection activities comply with chapters 60L-32 and 60L-33, F.A.C., and that all selection activities are in compliance with:
 - 1. this procedure;
 - 2. all applicable personnel rules;
 - 3. the collective bargaining agreement; and
 - 4. federal and state laws.
- (i) It is the employer's obligation to provide a reasonable accommodation, if requested and/or needed, to:
 - 1. enable an applicant to participate in the selection process, or
 - 2. perform the essential functions of the job.
- (j) In accordance with Rule 60L-34.0071(3)(h), F.A.C., an employee will be granted administrative leave up to two hours to participate in the interview, provided the interview is scheduled during the employee's regularly scheduled work hours.

(2) **FILLING A VACANT POSITION:**

- (a) If the vacant position is not filled by a demotion, or the appointment of a previously laid-off employee, all valid "Requests for Lateral Action," DC2-830s, will be considered in accordance with "Request for Lateral Action or Promotion," Procedure 208.021. The Warden or Circuit Administrator will request a listing of all valid requests for lateral action on file from OHR – Labor Relations.
- (b) When a position becomes vacant, the Circuit Administrator or Warden will decide whether the vacant position is to be filled by a demotion appointment, or a lateral action. A demotion appointment will take precedence over a lateral action.
- (c) When the Circuit Administrator or Warden decides to advertise a vacant position, the advertisement shall be made for a minimum of seven calendar days. The Circuit Administrator or Warden shall have the option, instead of advertising to fill a vacant position, of selecting an applicant from among the applicants from a previous job announcement for the same class, provided the previous position's closing date was within the last 60 calendar days, and provided there ~~is~~ are at least one qualified applicants remaining on the list. ~~For Community Corrections, there must be at least one qualified applicant remaining on the list. The Circuit Administrator or Warden shall select from among the three~~ five highest ranked applicants from that previous job announcement. Note: The Circuit Administrator or Warden must select all of the original top five applicants before a new top five will be ranked.
- (d) If there are fewer than three qualified applicants for any one advertised vacancy, that vacancy will be re-advertised for a minimum of seven calendar days, with exception to advertised vacancies as outlined in section (2)(e), (f), (g), and (h) of this procedure.

- ~~(d)~~(e) If three qualified Correctional Officer Lieutenant applicants are not reached for the class of Correctional Officer Captain, the vacancy may be re-advertised and open to probationary status Correctional Officer Lieutenants and permanent status Correctional Officer Sergeants. However, if at least three qualified Correctional Officer Lieutenants apply in the re-advertisement, Correctional Officer Sergeants and probationary status Correctional Officer Lieutenants will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.
- ~~(e)~~(f) If three qualified Correctional Officer Sergeant applicants are not reached for the class of Correctional Officer Lieutenant, the vacancy may be re-advertised and open to probationary status Correctional Officer Sergeants and permanent status Correctional Officers. However, if at least three qualified Correctional Officer Sergeants apply in the re-advertisement, probationary status Correctional Officer Sergeants and Correctional Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.
- ~~(f)~~(g) If three qualified Correctional Probation Senior Officer applicants are not reached for the class of Correctional Probation Specialist, the vacancy may be re-advertised and open to probationary status Correctional Probation Senior Officers and permanent status Correctional Probation Officers. However, if at least one qualified Correctional Probation Senior Officer applies in the re-advertisement, probationary status Correctional Probation Senior Officers and permanent status Correctional Probation Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.
- ~~(g)~~(h) If three qualified Correctional Probation Officer applicants are not reached for the class of Correctional Probation Senior Officer, the vacancy may be re-advertised and open to probationary status Correctional Probation Officers. However, if at least one qualified Correctional Probation Officer applies in the re-advertisement, probationary status Correctional Probation Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.
- (i) An employee who promotes out of the Correctional Probation Officer class series and maintained her/his auxiliary status as a Correctional Probation Officer is permitted to apply and be considered for vacancies in the next rank order from the position for which the employee possessed permanent status, provided the employee's promotion out of the Correctional Probation Officer class series is within five years of the closing date of the advertised vacancy. For example, a permanent status Correctional Probation Specialist who is promoted to a position within the Department outside the Correctional Probation Officer class series, but maintains her/his auxiliary status, is eligible to be considered and selected as a Correctional Probation Supervisor.
~~However, if the employee's promotion out of the Correctional Probation Officer class series is to a Selected Exempt Service (SES) position and the employee has held the SES position for more than 31 days, s/he will be ineligible for promotional consideration.~~
- ~~(i)~~(j) If more than one vacancy exists for the same position title at the same location, one advertisement that indicates the advertisement is to fill multiple vacancies will be sufficient.

(3) **APPLICATION PROCESS:** The general requirements for the application process are listed below.

- (a) Applicants who are interested in promotional opportunities within the Correctional Officer and Correctional Probation Officer class series shall apply for the position through the People First system.
- (b) Internal applicants requesting a lateral action may not be considered if the request for lateral action is made during the promotional advertisement period. If a position is advertised, it is considered a promotional opportunity.

(4) **CALCULATING POINTS:**

- (a) OHR – Labor Relations will complete the “Correctional Officer and Correctional Probation Officer Promotional Scoresheet,” DC2-825. Prior to awarding points for education, direct work experience, training, department in-grade work experience, and/or veteran’s preference, OHR – Labor Relations will verify the information provided by the applicant.
- (b) Applicants for Correctional Officer positions and Correctional Probation Officer positions will be awarded ~~four~~ points for education higher than the minimum requirements for their current position as noted below:-
 - 1. Applicants for Correctional Officer positions will be awarded four points for an associate’s degree.
 - 2. Applicants for Correctional Officer positions will be awarded six points for a bachelor’s degree.
 - ~~0.3.~~ 3. Applicants for Correctional Officer and Correctional Probation Officers positions will be awarded eight points for a master’s degree or higher.

NOTE: Degrees must be from an accredited college or university.

- (c) **Direct Work Experience:** An applicant will receive one point for each year of direct work experience in the specific occupational area s/he has applied for, such as Correctional Officer or Correctional Probation Officer duties. A maximum of 12 points will be awarded for direct work experience. The work experience must be job title specific and the applicant must have met all the minimum qualifications for the job.

NOTE: Work experience as an auxiliary officer or at a level which is less than required for the occupational field will not be considered.

- (d) **Training:** An applicant will receive one point for each 40 hour block of completed Criminal Justice Standards and Training Commission-approved advanced and specialized training, for a maximum of five points.
- (e) **Department In-grade Work Experience:** An applicant will receive one point for each year of continuous work experience with no break in service in her/his current broadband level in the specific occupational area (Correctional Officer or Correctional Probation Officer) with the Florida Department of Corrections, provided the applicant has met all the minimum qualifications including certification or the equivalent. A maximum of eight points will be granted for in-grade work experience.

NOTE: In accordance with section 4316, Title 38, U.S. Code, reemployed service members are entitled to seniority and all rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed; therefore, the employee will be credited for time in class for the period s/he served on active duty.

- (f) **Performance Evaluations:** In order to be eligible for promotion, an applicant must have met the expectations of her/his performance standards for the preceding three years. Any period in which the employee was not evaluated must be considered “Meets Expectations.”
- (g) **Veterans’ Preference in Promotion:** Persons reinstated or reemployed in accordance with section 295.09, F.S., will have the right to claim and be awarded preference in promotion. Eligibility for preference in promotion will apply only to a veteran’s first promotion after reinstatement or reemployment, without exception. –An employee who is eligible for veterans’ preference upon promotion will be awarded veterans’ preference in accordance with the applicable category of eligibility. (**NOTE:** the employee may continue to claim preference in promotion until s/he is actually promoted.)
 - 1. When determining the successful candidate, the preference eligible applicant will be awarded preference in promotion. The candidates score will be augmented to include veterans’ preference applicable category of eligibility.
 - 2. Before awarding veterans’ preference points to an applicant, OHR – Labor Relations will be responsible for determining the applicants’ eligibility for preference. OHR – Labor Relations will also verify that all supporting documents have been submitted.
 - 3. **Veterans’ Preference Supporting Documentation:** Applicants are not required to submit required documentation if s/he believes it is available in her/his personnel file. OHR – Labor Relations will review the file for the supporting documentation and, if there is no supporting documentation available, OHR – Labor Relations will contact the employee for the documentation.
 - a. The applicant must provide the documentation prior to the final interview.
 - b. To be eligible for veterans’ preference, the applicant’s deployment would had to have been during her/his employment. The applicant is responsible for providing a copy of her/his orders covering this period, which will be filed in her/his personnel file. ~~Additionally, the applicant will be required to provide the “Veterans’ Preference Certification,” Florida Department of Veterans’ Affairs (FDVA) form VP-1 and “Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard,” FDVA form VP-2 to OHR – Labor Relations.~~
 - c. Any service since 9/11/2001 is considered wartime and the employee would be eligible for the wartime preference.
 - e-d. The applicant who is a current member of any reserve component of the Armed Forces of the United States or the Florida National Guard will be required to attach the “Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard,” FDVA form VP-2 to her/his People First application submission or provide the VP-2 form to OHR – Labor Relations.

(5) **DETERMINING INTERVIEWEES:** The OHR – Labor Relations will rank the applicants to be interviewed based on the total points as calculated above in section (4). All applicants with the same score will be ranked at the same level.

- (a) If there are at least three qualified applicants, all applicants will be interviewed.
- (b) If there are more than three qualified applicants, the number of applicants to be interviewed for one vacant position shall be a maximum of ten, with an additional five applicants for each vacant position thereafter; however, all applicants ranked at or above the level that will produce a minimum of three qualified applicants will be interviewed.
- (c) Once the applicants to be interviewed have been identified, OHR – Labor Relations will determine if any of the applicants should be removed from consideration based on the promotional restrictions cited in section (6) below.
- (d) OHR – Labor Relations will give the Chairperson the names and contact information of the interviewees selected based on the information provided by the application.

(6) **PROMOTIONAL RESTRICTIONS:**

- (a) An employee who has received disciplinary action in the form of a suspension within 12 months before the closing date of the advertised position will not be considered for a promotion. A suspension that occurs between the closing date of the advertisement and the effective date of an offered promotion may disqualify an employee from being promoted or considered for a promotion.
- (b) **Demotions:**
 - 1. Employees who are demoted due to discipline are ineligible for a promotion for 24 months beginning with the effective date of the demotion. This will include disciplinary demotions while in probationary status.
 - 2. Employees who are demoted during their probationary period due to the inability to meet performance standards or other issues not related to discipline are ineligible for promotion for 12 months beginning with the effective date of the demotion.
- (c) **Promotion in Rank:** Employees will only be considered for promotion in rank order, except as provided in section (2)(e), (f), (g), (h), and (i) of this procedure.
 - 1. For the Correctional Officer class, the rank order is:
 - a. Correctional Officer;
 - b. Correctional Officer Sergeant;
 - c. Correctional Officer Lieutenant; and
 - d. Correctional Officer Captain.
 - 2. For the Correctional Probation Officer Class, the rank order is:
 - a. Correctional Probation Officer;
 - b. Correctional Probation Senior Officer;
 - c. Correctional Probation Specialist;
 - d. Correctional Probation Supervisor; and
 - e. Correctional Probation Senior Supervisor.

- (d) Employees in probationary status will not be considered for promotion until they attain permanent status in her/his current class, except as provided for in section (2)(e), (f), (g), (h), and (i) of this procedure.

(7) **INTERVIEW PANEL:** The following positions will serve on the appropriate interview panels:

- (a) **Major Institutions, Work Release Centers, Work Camps, and Road Prisons:**
Correctional Officer Sergeant, Correctional Officer Lieutenant, or Correctional Officer Captain:
 - 1. Warden (Chairperson),
 - 2. Assistant Warden, and
 - 3. Assistant Warden, Chief of Security, Human Resource Consultant/Field Office Manager, or department head.

(b) **Community Corrections:**

1. Correctional Probation Senior Officer or Correctional Probation Specialist:
 - a. Circuit Administrator or Deputy Circuit Administrator (Chairperson),
 - b. Office supervisor where the vacancy exists, and
 - c. Office supervisor from another office within the same circuit as the existing vacancy.
2. Correctional Probation Supervisor or Senior Supervisor:
 - a. Circuit Administrator or Deputy Circuit Administrator (Chairperson),
 - b. Circuit Administrator (from another circuit), or Deputy Circuit Administrator (from another circuit), or Field Office Manager, and
 - c. Office supervisor where the vacancy exists.

(c) If any of the above members cannot participate in the interview process, a designated alternate representative may be selected to participate in her/his place with the approval of both the Chairperson and the OHR – Labor Relations. OHR – Labor Relations will notify the collective bargaining unit representative of the alternate member and the reasons for the alternate, if a collective bargaining unit representative is scheduled to attend those interviews.

(d) Members of the interview panel will not be changed once the process has begun.

(e) Interview panel membership will include minority and/or female representation. If there is not a minority and/or female available from the institution, circuit, or office where the vacancy exists, s/he must be selected from another institution, circuit, or office.

(f) Relatives of the applicant as defined in “Employment of Relatives,” Procedure 208.046, will be prohibited from serving on the interview panel.

(g) **Responsibilities:**

1. Once the Chairperson receives the list of interviewees, s/he will ensure the applicant is notified of the date, time, and place s/he is to report for her/his interview.
2. If an applicant cannot report at the scheduled time, flexibility by the interview panel may be necessary to accommodate the applicant. Telephone interviews may be permitted by mutual agreement of the parties.
3. If the collective bargaining unit’s designated representative indicates an interest to the hiring authority, her/his interest in attending upcoming interview sessions, the Chairperson will contact the representative two business days in advance of the scheduled interviews to advise her/him of the date, time, and place of the interviews.
 - a. The collective bargaining unit’s designated representative may send an observer to the interview, but s/he may be a non-participating observer only. The observer must be the same or higher rank as the vacant position to observe the interviews; however, in the event that an observer of the same or higher rank is not available, the collective bargaining unit’s designated representative may send an authorized union representative, not employed by the agency, to observe the interview.
 - b. The observer may not interfere with the interview process. However, if the observer has any concerns regarding the interview process, s/he may contact the collective bargaining unit’s designated representative and the OHR – Labor Relations at the conclusion of the interview process.

- c. The observer may not take notes or record the interviews.
- d. Time spent as an observer will not be considered time worked for collective bargaining unit members.

(8) **ORAL INTERVIEW:** During the oral interview, each interview panel member will award points on the DC2-826, provided by OHR – Labor Relations on the day of the scheduled interviews.

- (a) The oral interview will consist of three scenario/procedural based questions. The questions will be consistently asked of all applicants.
- (b) The oral interview will be audio taped by the Chairperson to preserve an exact record of questions asked and responses given. The person interviewed will be duly informed that the interview will be audio taped.
- (c) While evaluating applicants during oral interviews, interview panel members will not share their perceptions with one another before completing the DC2-826 to avoid influencing other panel members' perceptions and evaluations.
- (d) Prior to the oral interview:
 - 1. At least three business days prior to the interview, the Chairperson will contact OHR – Labor Relations and inform her/him of the scheduled date and time the interviews will be held.
 - 2. OHR – Labor Relations will e-mail the Chairperson the list of randomly selected questions on the day of the interviews. The Chairperson will delete the questions from the e-mail after they are printed. Following the oral interviews, the Chairperson is responsible for ensuring all the questions are shredded except for those recorded on each interview panel member's DC2-826, which is to be returned to OHR – Labor Relations with all other documents.
 - 3. Applicants will be scored based on their communication skills and the relevancy of their answers with the possibility of earning up to 15 points for each scenario based question, for a maximum of 45 points from each panel member. Each interview panel member will use a predetermined rubric to score each applicant. All applicants will be asked the same questions.
 - 4. Each interview panel member must independently determine the number of points to award an applicant for each scenario based question. The number of points awarded will range from the following:
 - a. Zero points for no response,
 - b. One point for a poor response,
 - c. Two points for a below average response,
 - d. Three points for an average response,
 - e. Four points for a good response, and
 - f. Five points for an excellent response.
 - 5. Veterans' preference points are to be added in conjunction with the interview points. Veterans' preference must be given at each step of the selection process. The composite rating of the interview score is required to be augmented to include veterans' preference points for those eligible. The composite rating from each scenario/procedural based

question shall be the mean of the individual interview panel members' ratings as calculated by OHR – Labor Relations.

(9) **SELECTING THE TOP APPLICANT:**

- (a) All questions and answers are confidential under section 119.07(1)(d), F.S. To ensure the questions remain confidential, the following actions will be taken:
 - 1. At the conclusion of each interview, the interview panel members will turn over their DC2-826s to the Chairperson. The Chairperson will fax or scan the DC2-826s to OHR – Labor Relations, and forward the audio recording and original DC2-826s to OHR – Labor Relations.
 - 2. All selection modules including questions will be maintained in a secure, locked location. Access will be limited to designated OHR – Labor Relations staff.
- (b) OHR – Labor Relations will verify the following information on the highest scoring applicant(s):
 - 1. date of employment,
 - 2. direct work and Department in-grade experience,
 - 3. employment history with the Department including discipline, and permanent status in current class,
 - 4. related employment history outside the agency,
 - 5. performance evaluations,
 - 6. education, and
 - 7. Criminal Justice Standards and Training Commission (CJSTC) training.
- (c) For all classes, OHR – Labor Relations will finalize the DC2-825 by including the information obtained from the oral interviews and notify the Chairperson of the ~~three-five~~ applicants with the highest points, provided there were at least five applicants interviewed.
- (d) The Chairperson may select any one of the top ~~five~~three applicants.
- (e) Should the selected applicant turn down the promotional offer, or if the selected applicant is unable and/or unavailable, for whatever reason, to perform the essential functions of the position on the date the promotion is to be effective, the Chairperson will offer the position to one of the remaining top ~~three-five~~ applicants with the highest points. For all classes, the veterans' preference candidate will be promoted ahead of all others who are equally qualified, in accordance with chapter 55A-7, F.A.C.
- (f) In the case of a tied score for veterans' preference eligible candidates, the tie will be broken by the category of preference eligibility. ~~seniority in her/his current class.~~
- (g) For all other applicants, in case of a tied score, the tie will be broken ~~seniority in her/his current class.~~ If the veterans' preference applicants are still tied, the tie will be broken by seniority in the Correctional Officer/Correctional Probation Officer series.
- (h) If there is still a tie between the ~~veterans' preference~~ applicants, the interview panel must break the tie by the consensus. Chairperson will select the applicant and document the basis and rationale for the decision in writing, which will be included in the selection module.

- (i) OHR – Labor Relations will not advise any applicants of their scores until the selection process is finalized.

(10) **NOTIFICATION OF THE SELECTION DECISION:**

(a) OHR – Labor Relations will:

1. verify that the selected applicant is eligible, including selective service registration, for the class prior to an appointment;
2. complete an electronic Personnel Action Request utilizing the People First system and submit it to the Chairperson;
3. cancel any pending promotion requests on file for the selected employee if s/he was appointed to the position pursuant to a request for promotion, and note that the selected employee may not file another promotion request for 12 months from the date of the employee's promotion; and (see section [6][d] for an exception); and
4. cancel any pending lateral action requests on file for the selected employee if s/he is promoted to the class for which s/he applied. Following an employee's promotion, the selected employee may not file another lateral action request for an institution/office for 12 months from the date of the employee's promotion, due to the employee now being in probationary status.

(b) The hiring authority or designee will:

1. notify the selected applicant in writing of the promotion decision and the effective date; and
2. notify all unsuccessful applicants of the promotion decision in writing within 45 calendar days of the date the selection decision is made.

- (11) Documentation with regard to the recruitment and selection process generated by both OHR – Labor Relations and People First will be retained for the period of time as designated in the records retention schedule of the Department of State and “Records Retention and Disposition,” Procedure 205.020, unless the selection process is in litigation or a complaint remains unresolved.

- (12) Because they are administered by a governmental agency for the purpose of licensure, certification, or employment, all oral interview questions and answer sheets are exempt from the provisions of subsection 119.07(1), F.S., and Art. 1 s. 24(a) of the Constitution of the State of Florida. Any employee who was interviewed for a position, therefore, has the right to review her/his own answer sheet, but no others.

_____/S/
Chief of Staff

Article 10 PROMOTIONS

(A) The state and the PBA agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Procedures

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

(B) When an employee has been promoted pursuant to a request filed under this Article all other pending applications for promotion from that employee shall be canceled. No other applications for promotion may be filed by that employee under this Article for a period of 12 months following the employee’s promotion.

SECTION 3 – Method of Filling Vacancies

(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as

defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005.

SECTION 4 – Status

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head.

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, which decision shall be final and binding.

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

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

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

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

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) Absent a compelling need, an employee who is regularly scheduled to work 12 hour shifts shall not be required to work an extended workday of more than 16 continuous hours. Upon working an extended workday, the employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When regular work schedules are changed, employees' normal work schedules,

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

(B) For shifts, and shift changes the following shall apply:

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

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

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

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

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Date

Date

Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(F) Extended workdays for the Department of Corrections will be administered pursuant to Procedure 208.007, and working scheduled days off will be administered pursuant to Procedure 208.069.

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

SECTION 3 – Rest Periods

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

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

SECTION 4 – Court Appearances

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by

For the State

For the PBA

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the provisions of Rule 60L-34, Florida Administrative Code.

SECTION 5 – Non-Required Work Time

Employees shall not be required to volunteer time to the state.

SECTION 6 – Special Compensatory Leave

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

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

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

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

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

(a) Regular compensatory leave credits.

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

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Credits Earned Prior to November 1, 2014, During the November 1, 2014, through October 31, 2015, "Pay As You Go" Pilot.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

Pursuant to the provisions of the January 15, 2014, through June 30, 2015, collective bargaining agreement's Fiscal Year 2014-15 Reopener Agreement [Appendix E, Article 23, Section 6(B)], special compensatory leave credits earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015, through October 31, 2015, that remain unused at the end of each extension period (October 27, 2015, and April 28, 2016, respectively) shall be paid.

(D) Special Compensatory Leave Earned On or After November 1, 2015.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections (D)(1) and (D)(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(E) Pay Provision for Special Compensatory Leave.

(1) Upon separation from the Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned from July 1, 2012 through October 31, 2014 that were restored to the Pre 7/2012 leave balance (Leave Type 0055); and

For the State

For the PBA

Mike Mattimore
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(c) Special compensatory leave credits earned after November 1, 2015 that have not yet been paid pursuant to Section 6(D)(3) of this Article.

(2) Such credits shall be paid at the employee's current regular rate of pay.

SECTION 7 – Compulsory Disability Leave

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date



**JULIE L. JONES
SECRETARY**

PROCEDURE NUMBER: 208.007

**PROCEDURE TITLE: EXTENDED WORKDAYS FOR
CORRECTIONAL OFFICERS**

RESPONSIBLE AUTHORITY: OFFICE OF HUMAN RESOURCES

EFFECTIVE DATE: DECEMBER 19, 2017

INITIAL ISSUE DATE: JULY 31, 2000

SUPERSEDES: P.P.D. 4.06.09

RELEVANT DC FORMS: DC6-210

ACA/CAC STANDARDS: NONE

STATE/FEDERAL STATUTES: NONE

FLORIDA ADMINISTRATIVE CODE: CHAPTERS 60L-34 AND 33-208, F.A.C.

SECURITY SERVICES BARGAINING UNIT AGREEMENT: ARTICLE 23

PURPOSE: To provide guidelines for implementing an extended workday to meet staffing needs for a Correctional Officer assigned to security within an institution or facility.

DEFINITIONS:

- (1) **Chief of Security**, where used herein, refers to the person chosen by the Warden or her/his designee to be in charge of security at a correctional institution or facility. This person will usually be the Colonel at major institutions and the Major at other facilities.
 - (2) **Correctional Officers**, where used herein, refers to employees who hold the titles of:
 - (a) Correctional Officer;
 - (b) Correctional Officer Sergeant;
 - (c) Correctional Officer Lieutenant; and
 - (d) Correctional Officer Captain.
 - (3) **Extended Day Roster (EDR)**, where used herein, refers to the list located in the Roster Management System used to record an officer's workday.
 - (3) **Extended Workday**, where used herein, refers to instances when an employee's actual hours worked are more than the regularly scheduled workday.
 - (4) **Overtime**, where used herein, refers to the actual hours of work, which exceed the regularly scheduled work hours during a 28 day period. This excludes holidays and leave with or without pay.
 - (a) Correctional Officers assigned to a 12 hour shift are scheduled to work 168 hours in a 28 day period.
 - (b) Correctional Officers assigned to an administrative shift or swing shift (eight-hour workday) are scheduled to work 160 hours in a 28 day period.
 - (5) **Roster Management System (RMS)** refers to an automated computer application used for creating and working in post charts and security rosters.
 - (6) **Shift Supervisor**, where used herein, refers to the officer chosen by the Warden or her/his designee as the officer in charge of the shift. The Shift Supervisor will generally be a Correctional Officer Lieutenant or a Correctional Officer Captain.
 - (7) **Unforeseen Circumstances**, where used herein, refers to circumstances that are unknown beforehand.
-

SPECIFIC PROCEDURES:

- (1) The Department may require that Correctional Officers work an extended workday in times of critical staffing shortages or emergencies. All Correctional Officers are required to work extended workdays when directed to do so.
 - (a) The Chief of Security at each institution or facility will use the Extended Day Roster (EDR). The EDR will be in alphabetical order by name and class for each shift with the exception of entries added to the top of the list in accordance with section (6)(p) of this procedure. To appropriately address extended workdays on each shift, there will be four EDRs on file. The EDRs will be organized in the following manner:
 1. A Shift, Administrative Shift, and Day Swing Shift;
 2. B Shift, Administrative Shift, and Day Swing Shift;
 3. C Shift, Night Swing Shift; and
 4. D Shift, Night Swing Shift.
 - (b) This list is used to record when a Correctional Officer volunteers to work an extended workday or when a Correctional Officer is required to work an extended workday at the direction of the Shift Supervisor.
 - (c) Every Correctional Officer and Correctional Officer Sergeant's name will be on the EDR. Officers who are on approved extended leave (i.e., Family Medical Leave Act, military leave, workers compensation leave, or alternate duty) will be included on this list and the approved leave type will be indicated.
 - (d) At an institution with two or more units, a separate EDR will be established for each location (i.e., work camp, annex, etc.) and each shift where security personnel are assigned.
 - (e) The Chief of Security will ensure that a copy of each EDR is available to Correctional Officers at every shift posting and will ensure that a copy of each EDR is posted in an accessible manner on at least one of the following Department-owned bulletin boards:
 1. security hallway; or
 2. main entrance hallway.
- (2) Unless emergency circumstances dictate otherwise, a Correctional Officer who works an extended workday will cover an absence for a Correctional Officer within the same class. The officer will not work more than 16 continuous hours of extended workday time. This hourly restriction applies whether the Correctional Officer volunteers or is selected to work an extended workday.
- (3) After working an extended workday a Correctional Officer must be allowed a minimum of eight hours between shifts before returning for the next scheduled shift.
- (4) A Correctional Officer assigned to a 12 hour shift can be held over or called in early for a maximum of four hours at the beginning or end of the scheduled work shift.
- (5) Correctional Officers should not work more than 60 hours of overtime within a 28 day period.

(6) SELECTION OF A CORRECTIONAL OFFICER OR CORRECTIONAL OFFICER SERGEANT FOR AN EXTENDED WORKDAY:

- (a) The Shift Supervisor will initially use volunteers on the shift and volunteers in staff housing to meet security staffing needs. If such methods are not sufficient, the Shift Supervisor will choose the name of a Correctional Officer from the EDR.
- (b) The Shift Supervisor will give the officer required to work the extended workday as much notice as possible.
- (c) A Correctional Officer who works an extended workday will be permitted to use a telephone at the institution to make personal arrangements in order to stay.
- (d) A Correctional Officer who is assigned to the administrative or swing shift will be included on the EDR. S/he will be selected to work an extended workday just as a Correctional Officer assigned to the 12 hour shift is selected.
- (e) The Shift Supervisor will select a Correctional Officer's name on the EDR by order of appearance on the list. This process will continue until a sufficient number of Correctional Officers have been selected to work an extended workday.
- (f) Absent unusual or emergency circumstances, a Correctional Officer who has worked an extended workday will not be chosen to work more extended workdays until all other Correctional Officers on that shift have fulfilled the extended workday requirement.
- (g) A Correctional Officer will not be required to work an extended workday in conjunction with pre-approved leave.
- (h) When a Correctional Officer is next on the extended workday list and is on pre-approved leave, s/he will be selected to work the next time the need for an officer to work exists once s/he returns from leave.
- (i) If a Shift Supervisor directs a Correctional Officer to work past the end of her/his scheduled shift and the officer stays on for eight minutes or more, the officer will be considered to have fulfilled her/his extended workday requirement. The extended workday requirement will only be considered satisfied when the Shift Supervisor has directed the officer to work eight minutes past her/his scheduled shift. S/he will not have to work an additional extended workday until all other Correctional Officers on the EDR have worked.
- (j) If the Shift Supervisor determines that the Correctional Officer is no longer needed to work an extended workday, the officer will be given the option of leaving or working up to two hours on that shift.
- (k) An officer who has been directed by the Shift Supervisor to work overtime in order to complete other duties such as a medical-transport, will be deemed to have fulfilled the extended workday requirement. The date the Correctional Officer fulfilled her/his extended workday requirement shall be indicated on the EDR.

- (l) A Shift Supervisor may excuse a Correctional Officer from working an extended workday when an unforeseen or emergency circumstance prohibits the Correctional Officer from working the extended workday.
 - 1. The Shift Supervisor will tell the Chief of Security and the Warden of the situation. The Shift Supervisor will complete an "Incident Report," DC6-210, and will include justification for excusing the Correctional Officer from working the extended workday in her/his comments.
 - 2. A Correctional Officer who is excused from working an extended workday will be chosen to work the next time an officer is needed.
- (m) If a Correctional Officer refuses to work an extended workday and is not excused by her/his Shift Supervisor, s/he must complete a DC6-210. A Correctional Officer may be subject to disciplinary action for failure to follow oral and/or written instructions for refusal to work an extended workday and/or refusal to submit a DC6-210. The Shift Supervisor will include justification on the DC6-210 for not excusing the Correctional Officer from working the extended workday.
- (n) The DC6-210 will be subject to unannounced audits by the Office of Human Resources (OHR).
- (o) When all Correctional Officers listed on the EDR have worked an extended workday or there are no other Correctional Officers available to work due to being on authorized or unauthorized leave, the Chief of Security will start a new EDR when any of the following situations have occurred:
 - 1. all Correctional Officers listed on the EDR have worked an extended workday;
 - 2. there are no other Correctional Officers available to work due to being on authorized or unauthorized leave; or
 - 3. the Correctional Officers left on the EDR have given their second documented refusal and maintain their inability to work.
- (p) The names of all Correctional Officers who were unable to work as outlined in section (6)(o)2 and 3 above, will be added to the top of the new EDR. The Roster Management System (RMS) will repopulate the names, or reprioritize automatically, when the new roster is created.
- (q) The completed EDR will be subject to impromptu audits conducted by the OHR.
- (7) **SELECTION OF A CORRECTIONAL OFFICER LIEUTENANT OR CAPTAIN FOR AN EXTENDED WORKDAY:**
 - (a) The Shift Supervisor will initially use volunteers on the shift and in staff housing to meet an institution's or facility's security staffing needs. If there are no volunteers, the current on-duty Correctional Officer Lieutenant or Captain will be required to work the extended workday.
 - (b) A Correctional Officer Lieutenant or Captain who is selected or who volunteers to work an extended workday will be permitted to use a telephone at the institution to make personal arrangements in order to stay.

- (8) The Chief of Security will make every effort to avoid having the Correctional Officer Lieutenants or Captains incur overtime while fulfilling the extended workday requirement.
- (a) Whenever possible, Correctional Officer Lieutenants and Captains who are assigned to work a 12 hour shift and work additional hours outside of her/his regular 168 hour schedule, shall have those additional hours adjusted during the same 28 day period.
 - (b) Whenever possible, Correctional Officer Lieutenants and Captains who are assigned to work the administrative shift and work additional hours outside of their regular 160 hour schedule shall have those additional hours adjusted during the same 28 day period.
 - (c) If a Correctional Officer Lieutenant or Captain's schedule cannot be adjusted, s/he will receive regular compensatory leave for overtime worked in accordance with Rule 60L-34.0043, F.A.C.
- (9) **DOCUMENTATION OF AN EXTENDED WORKDAY:**
- (a) The Shift Supervisor will document on the EDR the date, time, and number of hours that a Correctional Officer works an extended workday.
 - (b) The Shift Supervisor will indicate the hours worked by an officer who volunteers to work by indicating "yes" in the appropriate field on the EDR. The Shift Supervisor will indicate "no" in the same location on the EDR when an officer is selected to work an extended workday.
 - (c) The Correctional Officer and the Shift Supervisor will ensure that all hours documented on the People First timesheet are the actual hours worked by a Correctional Officer during an extended workday.
- (10) The Chief of Security will ensure that Correctional Officers are given information regarding extended workdays during the new employee orientation and will ensure that when an officer is selected to work an extended workday, the selection process is consistent with this procedure.
- (11) Once all of the Correctional Officers listed on an EDR have worked an extended workday, the EDR will be filed and retained in the Chief of Security's office. This will be done in accordance with "Records Retention and Disposition," Procedure 205.020.

/S/
Chief of Staff



MARK S. INCH
SECRETARY

PROCEDURE NUMBER: 208.069

PROCEDURE TITLE: WORKING SCHEDULED DAY OFF FOR
CORRECTIONAL OFFICERS

RESPONSIBLE AUTHORITY: OFFICE OF HUMAN RESOURCES

EFFECTIVE DATE:

INITIAL ISSUE DATE:

SUPERSEDES: NONE

RELEVANT DC FORMS: DC6-210

ACA/CAC STANDARDS: NONE

STATE/FEDERAL STATUTES: NONE

FLORIDA ADMINISTRATIVE CODE: CHAPTER 60L-34 AND 33-208, F.A.C.

SECURITY SERVICES COLLECTIVE BARGAINING AGREEMENT: ARTICLES 23

PURPOSE: To establish guidelines for staff in the Correctional Officer class series, on all shifts to include day shifts, night shifts, administrative shift, swing shifts, and those assigned to extended special assignment, special assignment, and/or loan to work on their scheduled day off to meet critical staffing shortages.

DEFINITIONS:

- (1) **Chief of Security**, where used herein, refers to the person appointed by the Agency to be in charge of security at a correctional institution or facility. This person will usually be the Colonel at major institutions and the Major at other facilities.
- (2) **Correctional Officers**, where used herein, refers to employees who hold the titles of:
 - (a) Correctional Officer;
 - (b) Correctional Officer Sergeant;
 - (c) Correctional Officer Lieutenant; and
 - (d) Correctional Officer Captain.
- (3) **Planned absences**, where used herein, refers to scheduled absences that have been authorized in advance by the Chief of Security and/or Shift Supervisor.
- (4) **Shift Supervisor**, where used herein, refers to the officer designated as the officer in charge of the shift. The Shift Supervisor will generally be a Correctional Officer Lieutenant or a Correctional Officer Captain.
- (5) **Vacancies**, where used herein, refers to posts on the roster that are not covered due to planned/scheduled absences.
- (6) **Working Scheduled Day Off Roster (WSDOR)**, refers to the instances when an employee is scheduled to work on her/his regularly scheduled day off.

General Guidelines: This procedure is limited to the filling of anticipated and/or planned vacancies during the 28-day cycle identified by the Chief of Security not associated with exigent circumstances such as medical transports or unscheduled absences. Vacancies due to medical transports or unscheduled absences will be filled by the Extended Day Roster, pursuant to Procedure 208.007, "Extended Workdays for Correctional Officers."

SPECIFIC PROCEDURES:

- (1) The Department may require that Correctional Officers work on their scheduled day off in times of critical staffing shortages or emergencies to fill anticipated vacancies during the 28-day cycle. All Correctional Officers are required to work on their scheduled day off when directed to do so.
- (2) The Chief of Security will develop a WSDOR in alphabetical order by name and class for each shift with the exception of entries added to the top of the list in accordance with Section (8) below of this procedure. There will be four rosters on file, which will be organized in the following manner:
 - (a) A Shift, Administrative Shift, and Day Swing Shift;
 - (b) B Shift, Administrative Shift, and Day Swing Shift;
 - (c) C Shift and Night Swing Shift;

- (d) D Shift and Night Swing Shift;
- (e) 1st Shift;
- (f) 2nd Shift and Administrative Shift; and
- (g) 3rd Shift.

Note: Staff on loan, special assignment and/or extended special assignment will be included on the WSDOR for their assigned shift.

- (3) This list is used to record when a Correctional Officer volunteers to work on her/his day off or when a Correctional Officer is required to work on her/his day off at the direction of the Shift Supervisor.
- (4) Every Correctional Officer and Correctional Officer Sergeant's name will be on the WSDOR. Officers who are on approved extended leave (i.e., Family Medical Leave Act, military leave, worker's compensation leave, or alternate duty) will be included on this roster and the approved leave will be indicated.
- (5) At an institution with two or more units, a separate WSDOR will be established for each location (i.e., work camp, annex, etc.) and each shift where security personnel are assigned.
- (6) The Chief of Security will ensure that a copy of each WSDOR is available to Correctional Officers at every shift posting and will ensure that a copy of each WSDOR is posted in an accessible manner on at least one of the following Department-owned bulletin boards:
 - (a) security hallway; or
 - (b) main entrance hallway.
- (7) The names of all Correctional Officers who were unable to work as outlined in Section (4) above, will be added to the top of the new WSDOR.
- (8) At least 14 days prior to the start of the 28-day cycle, the Shift Supervisor will create a calendar for the upcoming 28-day cycle that will indicate the days, shifts and the number of officers required to meet critical staffing levels. The Shift Supervisor will initially use volunteers to work on her/his scheduled day off to meet security staffing needs. If such methods are not sufficient, the Shift Supervisor shall mandate the next officer on the roster to work on her/his scheduled day off.
- (9) The Shift Supervisor shall fill in the date the employee is scheduled to work on the working scheduled day off memorandum, and this memorandum will be signed by both the Shift Supervisor and employee indicating the date and time the employee is scheduled to work. If the employee refuses to sign the memo, a witness shall sign with the Shift Supervisor. The Shift Supervisor shall provide a copy to the employee and forward the original to the Chief of Security for retention.
- (10) Notwithstanding a declared emergency circumstance, an officer shall be permitted to reserve one off duty cycle comprising of up to three consecutive scheduled days off per 28-day cycle that she/he will not be required to work, unless she/he volunteers to do so. An employee wishing to reserve an off duty cycle shall notify his/her Shift Supervisor at least 14 days prior to the beginning of the pay cycle for which the employee is seeking to reserve days off. The Shift Supervisor shall place the reserve days on the calendar. The staff will then initial the requested reserve days on the calendar. In the event where the requested reserved days at a facility preclude

the filling of a post, the next available officer who is not on a reserve day may be required to work.

- (11) An officer who is required to work her/his scheduled day off will be considered to have fulfilled her/his the requirement to work her/his scheduled day off. However, volunteering to work multiple scheduled days off does not exempt the officer from being listed on next WSDOR.
- (12) In the event that all staff assigned to a particular shift request to reserve the same off duty cycle, or more than the number of staff required to cover anticipated vacancies request to reserve the same period, reservations of that date will be based on seniority in current class.
- (13) In the event that the officer does not work the scheduled day off and is not excused by the Shift Supervisor, she/he will be required to complete a DC6-210 outlining the reasons she/he did not report on her/his next scheduled work day. A Correctional Officer may be subject to disciplinary action for failure to follow oral and/or written instructions for refusal to work the scheduled day off and/or refusal to submit a DC6-210. The Shift Supervisor will include justification on the DC6-210 for not excusing the Correctional Officer from working the scheduled day off.
- (14) An officer who does not report for duty on the scheduled day off will be added to the top of the WSDOR.
- (15) The Shift Supervisor will select a Correctional Officer's name on the WSDOR by order of appearance. This process will continue until a sufficient number of Correctional Officers have been selected to work their scheduled day off to meet critical staffing needs.
- (16) The Shift Supervisor shall monitor the vacancies throughout the 28-day cycle to determine the needs. In the event staff who have volunteered or is required to work are no longer needed to fill vacancies, these staff members will be advised and will be considered to have fulfilled the requirement to work on her/his scheduled day off.
- (17) If an officer who has volunteered or is required to work a scheduled day off reports for duty and is no longer needed, she/he shall be given first preference in staying to work the shift over staff who are working their regularly scheduled workday. The officer who chooses not to work shall be paid for the time she/he has worked and will be considered to have fulfilled the requirement to work on her/his scheduled day off. For instance, if the officer works 30 minutes, she/he shall be credited with 30 minutes of time worked.
- (18) Once all of the Correctional Officers listed on a WSDOR have worked a scheduled day off, the WSDOR will be filed and retained in the Chief of Security's office. This will be done in accordance with "Records Retention and Disposition," Procedure 205.020.

/S/
Chief of Staff

New sections to Procedure Number 208.007

Please insert the following to the **DEFINITIONS** section:

- (8) **Mutual Shift Exchange**, Correctional Officers shall be permitted to exchange up to a total of two shifts in a three-month period with peer officers at the same institution. A shift exchange occurs when an officer agrees to exchange shifts with another officer who is not scheduled to work during the requested shift exchange period. Shifts exchanges must be equally assigned shifts hours. Both officers must provide notification of the shift exchanges to the Shift Supervisor at least 48 hours prior to the commencement of the first exchanged shift. The use of the shift exchange shall not have any effect on an officer's overtime. The completion of a shift exchange must occur within a three-month period. If an officer willfully or intentionally fails to complete his or her shift exchange, the officer will be prohibited from participating in the Mutual Shift Exchange for a period 24 months.

Please insert the following new sections:

(10) Critical Staffing Shortages of 10 percent or higher:

(a) When the vacancy rate at an institution reaches 10 percent or more for a total of 14 days during any 28-day period, mandatory implementation of the following procedures will occur:

- 1) The Warden at the institution/facility shall suspend all non-essential travel;
- 2) The Warden at the institution/facility shall suspend all training except mandatory re-certification, firearms, and emergency response teams;
- 3) The Correctional Officer chief shall make a list of Captains and Lieutenants who volunteer to cover Level One positions. The Captains and Lieutenants will receive specialty pay (time and half regular pay) for all extended hours worked;

4) FDC will maintain a list of dual certified Probation Officers willing to volunteer to fill a Level One post at institutions for overtime pay. The Warden or his designee shall contact Probation Officers from this list who reside within 50 miles to fill a Level One post;

5) FDC will maintain a list of certified Correctional Officers from neighboring institutions willing to volunteer to fill a Level One post at institutions for overtime pay. The Chief of Security will contact Correctional Officers who reside within 50 miles to fill a Level One post;

6) If after implementation of 10(a) (1) through (5), the Level One posts remain vacant, the following additional procedures shall take effect:

i) the Correctional Officer Chief shall temporarily move all certified Correctional Officers to include Correctional Officer Captains, Correctional Officer Majors, and Correctional Officer Colonels assigned in Level Three posts to any vacant Level One post until the vacancy rate at the institution no longer exceeds the 10 percent vacancy rate for more than 28 days. All bargaining unit members and the bargaining representative will receive a 14 -day notice prior to implementation;

ii) the Extended Workday Roster shall be used to fill all remaining Level One post.

7) While the vacancy rate exceeds 10 percent all mandatory flex time will be suspended.

(11) Institutions with Critical Staffing Shortages of 15 percent or more:

(a) All procedures in (10) shall remain in effect;

(b) The Correctional Officer Chief shall temporary move all certified Correctional Officers to include Correctional Officer Captains, Correctional Officer Majors, and Correctional Officer Colonels assigned in Level Two post to vacant Level One post until the vacancy rate no longer exceeds 15 percent for more than 28 days. All bargaining unit members and the bargaining representative will receive a 14 -day notice prior to implementation.

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

Article 25 WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 5 – Other Pay Provisions – Department of Corrections

The following provisions shall apply to all appointments of Department of Corrections’ employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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 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.

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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 an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Modified SSU Article 25 Wages Proposal

- Modified proposal to **SECTION 1 – General Pay Provisions**

Provide a 5% across the board base salary increase to all bargaining unit members (= \$46.35M)

Provide an additional \$1,500 increase for all bargaining units members with 4 or more years of service (number of eligible members 9,686 = \$14.5M)

- Modified proposal to **SECTION 4 – Performance Pay**

Internal Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, the Agency Head, contingent upon the availability of funds and in consultation with the collective bargaining representative, is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

- New proposal is created **SECTION 6 - Pay Additives and Other Incentive Programs** – These proposals will modify the Pay Additives and Other Incentive Programs currently designated to the Department of Corrections in the General Appropriations Act.

(a) The Department of Corrections may continue to grant hazardous duty pay additives, as necessary, to those employees assigned to the Department of Corrections institutions’ Rapid Response Teams (including the baton, shotgun, and chemical agent teams), the Correctional Emergency Response Teams, Close Management Units, Community Control Officers, Correctional Probation Specialist and Correctional Probation Senior Officers.

(b) The Department of Corrections may continue to grant a temporary special duties pay additive of up to 15 percent of the employee’s base rate of pay for each certified correctional officer (class code 8003); certified correctional officer sergeant (class code 8005); certified correctional officer lieutenant (class code 8011), and certified correctional officer captain (class code 8013). For purposes of determining eligibility for this special pay additive, the term "certified" means the employee has obtained a correctional behavioral mental health certification as provided through the American Correctional Association. Such additive may be awarded only during the time the certified officer is employed in an assigned mental health unit post.

(c) The Department of Corrections may grant a one-time \$1,000-bonus to all certified correctional (class codes 8003, 8005, 8011, and 8013) and correctional probation officers (class codes 8036, 8037, 8039, 8040, 8041, 8045, and 8046) who perform instructional services for the Department in the 2019-2020 Fiscal Year.

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

| Police Benevolent Association - CBU 08 (Security Services) Wage Proposals Fiscal Year 2019-2020 | | |
|--|----------------|--|
| Union/Issue | Estimated Cost | Comments |
| Provide a 10% across the board increase for all bargaining unit members | \$92.7M | Utilized positions downloaded from the PeopleFirst system for CBU 08 as of January 2, 2019. Calculated a 10% increase for 19,868 FTE. Assumed effective date of July 1, 2019. Amount includes retirement/FICA impacts. |
| Provide an additional \$1,500 increase for all bargaining unit members with 4 or more years of service. Provide an additional \$2,500 increase for all bargaining unit members with 10 or more years of service. | \$26.7M | Using the same download from above, calculated the number of years between July 1, 2019, and the Continuous Service Date in PeopleFirst (this is the date the employee has been continuously employed in a regular position without a break in service). For those 3,879 employees with 4-9 years of service as of July 1, 2019, calculated a \$1,500 increase. For those 5,807 employees with 10 or more years of service as of July 1, 2019, calculated a \$2,500 increase. Amount includes retirement/FICA impacts. |
| For all bargaining unit members in the Correctional Probation Officers classes and Institutional Security Specialist classes, provide \$1,500 in parity pay for 2017 Correctional Officers pay increase | \$4.6M | Using the same download from above, calculated a \$1,500 increase for the 2,351 employees in the following class codes: 8036, 8037, 8039, 8046, 8040, 8045, 8240, 8041, 8237, and 8238. Assumed effective date of July 1, 2019. Amount includes retirement/FICA impacts. |
| Provide a 5% across the board increase for all bargaining unit members | \$46.4M | Utilized positions downloaded from the PeopleFirst system for CBU 08 as of January 2, 2019. Calculated a 5% increase for 19,868 FTE. Assumed effective date of July 1, 2019. Amount includes retirement/FICA impacts. |
| Provide an additional \$1,500 increase for all bargaining unit members with 4 or more years of service. | \$19.1M | Using the same download from above, calculated the number of years between July 1, 2019, and the Continuous Service Date in PeopleFirst (this is the date the employee has been continuously employed in a regular position without a break in service). For those 9,686 employees with 4 or more years of service as of July 1, 2019, calculated a \$1,500 increase. Amount includes retirement/FICA impacts. |

Updated 2/28/19

Florida Police Benevolent Association
Special Agent Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
Status of Collective Bargaining Negotiations as of: March 5, 2019
Negotiations for Fiscal Year 2019-20 Reopener Agreement
Three Articles (plus "Wages") are open for each Party for Negotiations
Shaded: Closed/Tentative Agreement

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------------------|---|----------------|---|
| 23 – Workday, Workweek and Overtime | 3/4/19: Section 1(B) - The State proposes the elimination of contract language which provides for a 40-hour workweek for the purpose of overtime calculation, rather than an 80 or 160-hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory. | | <p>3/4/19: Section 1(B) - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.</p> <p>The conversion from 160 to 40 hours could require the individual review of almost 300 timesheets by the FDLE Human Resources office for each affected pay period.</p> |

**Florida Police Benevolent Association
Special Agent Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|--|--|---|
| 25 – Wages | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposal maintains current pay levels and provides for merit and discretionary pay adjustments from current agency budgets to address retention, pay inequities, or other staffing issues. | <p>1/2/19: The Union proposes by email a 3.5% across-the-board increase for all bargaining unit employees effective 7/1/19.</p> <p>2/19/19: The Union provides a modified proposal that includes the 1/2/19 3.5% across-the-board increase for all bargaining unit members, but adds that the Union is open to including a career development plan, specialty pay, and critical market pay additives.</p> <p>2/25/19: Section 4 - The Union offers a counter to the State's 2/1/19 Article 25 proposal to include language requiring an agency to consult with the unit's bargaining representative before granting discretionary pay adjustments for the purpose of addressing retention, pay inequities, or other staffing issues.</p> | 1/5/19: OPB Costing estimate - \$836K. Utilized LAS/PBS transaction to calculate increase based on People First data transferred on 1/3/19. Increase was applied to 327 FTE. Assumed effective date is 7/1/19, and amount includes retirement/FICA increases. |

**Florida Police Benevolent Association
Special Agent Unit - State Personnel System
Current Three-Year Agreement Expires June 30, 2020
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Shaded: Closed/Tentative Agreement**

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|--|----------|
| 27 - Insurance Benefits | 2/1/19: In accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2019-20, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-20. | 2/25/19: Union tentatively agreed to State's proposal. | |

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

SECTION 2 – Workday

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

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

SECTION 4 – Rest Periods

(A) A supervisor shall not unreasonably deny an employee a 15 minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

SECTION 5 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(B) Use of Special Compensatory Leave:

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

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

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

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of a facility during emergency conditions.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25 WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25 WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant temporary special duties pay additives 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 2 – 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 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, contingent upon 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 4 – Internal Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2019-2020, the Agency Head, contingent upon the availability of funds and at the Agency Head’s discretion, in consultation with the collective bargaining representative, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25
WAGES

The PBA proposes a 3.5% across the board for all bargaining unit members. Additionally, we are open to including an agency's career development plan, specialty pay, and critical market pay additives to our proposal following review.

| Police Benevolent Association - CBU 10 (Special Agent) Wage Proposal Fiscal Year 2019-2020 | | |
|---|----------------|---|
| Union/Issue | Estimated Cost | Comments |
| Propose a 3.5% across the board increase for all bargaining unit employees. | \$836K | Utilized LAS/PBS transaction to calculate increase based on PeopleFirst data transferred on 1/3/19. Increase was applied to 327 FTE. Assumed effective date is 7/1/2019, and amount includes retirement/FICA increases. |