



Joint Select Committee on Collective Bargaining

Representative Stone, Co-Chair
Senator Powell, Co-Chair

Meeting Packet
Materials submitted by:
Bargaining Units

Thursday, February 23, 2017
4:00 PM
Morris Hall (17 HOB)



Union's Impasse Position

The Union and the State are at Impasse on two items: Article 25 - Wages; and Article 18 Section 8 - Special Compensatory Time.

Article 25 - Wages

It is the Union's position that a 4% across the board cost-of living increase is not only reasonable but also long overdue for state employees. The Administration through the State Personnel System Annual Workforce Report by the Department of Management Services has stipulated for years the following:

- Florida has the lowest ratio of public employees per residents of all fifty states.
- Florida has the lowest payroll cost for state employees per residents of all 50 states.
- Average salaries for non-exempt, non-management state personnel continues to decline.
- The gap between the average salaries for state employees and public sector employees continues to grow.

State employees have been asked to absorb the work of those employees that have not been replaced and that is without taking into account that the population of Florida has increased to over 19.8 million and tourism visits was just estimated by the Governor to be above 113 million. State employees have been asked to be patient during the lean years. They have been directed to be part of the solution in balancing the state budget with their FRS contributions, to do more with less, and to adhere to a policy that State needs supersede their needs. They have complied. They were promised that once the lean years ended that their sacrifices would be taken into account. Well the lean years have ended. This administration has not moved to fulfill the promise. We ask that the Legislature, starting with this Committee, fulfill the promise. The Union has proposed a modest 4% increase. Why such a modest percentage? We recognize all the needs in our communities. We do not think the needs on one group should supersede the needs of other groups. We ask you not to leave out, as has been done for the last several years, your state employees. After all, they also are Florida citizens, with families to raise and bills to pay. Please consider the fact that since 2008 social security recipients have received 16.9% in COLA

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increases¹, since 2008 federal government workers have received 10.9% in COLA increases², and Florida state employees have received 0%. [We recognize the bump we received to make us whole in 2013 after the pay cut received in 2012 which was due to the 3% contribution that started for the FRS.] Know that we, as state employees are hurting and we need your involvement in achieving fair and equitable pay. It is this Committee that can settle this wage impasse by adding the 4% across the board cost of living raise to the budget for passage by the full Legislature.

Article 18 Section 8 - Special Compensatory Time

This is an issue of fairness. State employees earn special comp time when they are called in to work on their day off, be that a holiday or vacation day. They earn this time by giving up a day-off, working and being promised special comp. time that they could take within 120 calendar days. All they have to do is make arrangements with their supervisors for the time off. What happens in many cases, due to short staffing, complications in scheduling or just plain refusal, they are denied the time to take the time off and after 120 days they forfeit that earned special comp. time. For the period of 7 months between October 2015 thru April 2016, this forfeited time came out to over 48,876 hours.³ Please think about that, an employee is asked to work on his/her day off and they do not get paid for it or get time off for it, they are forced to forfeit the time earned. A regular worker puts in about 2,080 hours per year. You divide that into the 48,876 forfeited hours and you just had 23 employees work for free a full year and this was only a seven-month time period. If a private employer did this, it would be considered wage theft and they would be in held accountable. We have asked for the 120 days to be extended to 180 days, and if still, management cannot give that employee the time earned, then we ask that the employee be paid for the time he/she worked. Is that not fair? Is it not fair to pay employees for time worked? You must stop this practice. Your Committee can stop this practice of forcing those employees that pitch in at a time of need as per their Agency, to not be penalized by forfeiting time earned when the Agency cannot grant them time off when requested. You can impose a longer time period to use the earned Special Comp. Time; you can order those employees be paid for the earned Special Comp. Time if the Agency is not able to grant the time off; or any combination thereof. We ask that the practice of employees forfeiting earned time cease. Employees deserve what they have earned, especially when they come in on a day off to fill a gap that their Agency asked them to.

Respectfully Submitted,

Hector R. Ramos, Coordinator
AFSCME Florida Region 2

¹ www.ssa.gov/news/cola

² www.federalpay.org

³ People First prepared by DMS-Division of Human Resource Management November 18, 2016 (attached)

ARTICLE 25

Wages

Proposal:

SECTION 1 – General Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2013-14 General Appropriations Act.~~

Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2013-14~~ **2017-2018** General Appropriations Act.

SECTION 2 – General Wage Increase for Fiscal Year 2017-18

(A) Effective July 1, 2017, full-time eligible employees shall receive an annual competitive pay adjustment of 4 %.

(B) References to “eligible” employees refer to employees who are, at a minimum, meeting the required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible but not retroactively. The competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee’s position.

SECTION 2 3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in section 8 of the Fiscal Year 2015- 2016 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed to emergency conditions from another area of the state that is not closed.

SECTION 3 4 – Cash Payout of Annual Leave

AFSCME Proposal

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 cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.

SECTION 4.5 - Performance Pay

In accordance with the authority provided in section 8 of the Fiscal Year 2015- 2016 General Appropriations Act, and from existing agency sources, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5.6 -- Savings Sharing Program

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

Article 18

Leaves of Absence, Hours of Work, Disability Leave

Proposal:

SECTION 8 – Special Compensatory Leave

(A) Earnings 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~~ **6 months** 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 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 credit earned on or after July 1, 2012.~~

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

ALL OTHER SECTIONS OF THIS ARTICLE TO REMAIN UNCHANGED.

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

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

AFSCME Special Compensatory Leave Forfeitures
From October 2015 and April 2016

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

Data Source: People First

Prepared by: DMS - Division of Human Resource Management

11/18/2016

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

Data Source: People First

Prepared by: DMS - Division of Human Resource Management

11/18/2016

03 HUMAN SERVICES - AFSCME	5,102.50
05 Professional - AFSCME	143.75
Grand Total	48,876.20



FLORIDA STATE FIRE SERVICE ASSOCIATION

IAFF Local S-20

3433 Lithia Pinecrest Rd #347

Valrico, Florida 33594

www.iafflocals20.com

(863) 661-4019



February 15th, 2017

Joint Select Committee on Collective Bargaining

Sen. Bobby Powell
Co-Chair
Joint Select Committee

Rep. Charlie Stone
Co-Chair
Joint Select Committee

Re: Florida State Fire Service Association (FSFSA), IAFF Local S-20 Impasse Issues

Dear Committee Chairs and Members,

As you are aware an impasse has occurred between the FSFSA and the Department of Management Services representing Governor Scott and the Florida State Fire Service Association (FSFSA) on our proposed contract changes.

The FSFSA is comprised of state employees in five different state agencies, all specializing in fire protection. Those employees include Wildland Firefighters from the Florida Forest Service and Department of Military Affairs, Structural Firefighters from the Department of Children and Families and the Department of Military Affairs, Fire Protections Specialists from the Agency for Healthcare Administration and the Department of Financial Services, and Fire Training Professionals from the Florida State Fire College.

Below is a summary of the proposals submitted during negotiations with the Governor for consideration to our contract that have one simple mission: to *improve employee morale and retain the existing workforce*. We respectfully submit that employee morale is at an all time low among the State employees we have the privilege to represent.

Article 9 Promotions: FSFSA agreed to the State's initial proposal, but asked for a clarification of terminology utilized under (D). Specifically, we asked for clarification of the meaning of the phrase "different duties" due to an ongoing issue identifying the difference between transfers and reassignments. *DMS has so far been unwilling to clarify this issue or accept or suggested recommendation of adding the words "substantially specific different duties".*

Article 23 Hours of work and overtime: FSFSA is merely asking that all employees in *all* bargaining units utilize the People's First system to track hours worked, leave, and employee benefits. All other language FSFSA proposed is the status quo. Currently, four of the five agencies represented by the FSFSA utilize the multimillion dollar People's First system. FSFSA is asking the roughly 18 members from the Department of Military Affairs utilize the People's First system. However, DMS advises that this is not possible due to costs associated with changes needed to accommodate the Military Affairs employees' workweeks (24 hour /212 hour). We believe this can be accomplished just as it has been for other employees on 24 hour shifts. Currently, the hours worked are tracked manually, resulting in multiple errors to member's time entry and leave calculations. *To date, DMS has not offered any language to fix the issues in the current system, or even respond to the FSFAA proposal.*



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Article 25 Wages: FSFSA is asking for a 10% across the board pay increase. Wages have not been adjusted in years, except for an increase that merely offset pay cuts due to the FRS contribution requirement. Many ranks are seeing up to 20% turnover, resulting in wasted tax dollars to replace and train new firefighters, some at a cost of nearly \$100k. A 10% pay increase is requested to stop the hemorrhaging of tax dollars due to replacing firefighters, and to retain incumbents.

FSFSA has also requested Hazardous Duty Incentive Pay for those positions not classified as high/special risk, but only for those hours where the employee is performing hazardous duties. FSFSA compiled a list of those duties we feel should be compensated for these employees going into dangerous situations, As follows, which can be included in the contract:

Lastly, FSFSA requests a review of existing CAD pay procedures. *The State's Article 25 proposal includes nothing in response to the FSFSA requested pay or CAD issues; there has been no meaningful negotiating on the State's part regarding these proposals.*

Article 27 Uniforms: FSFSA asks for a uniform maintenance allowance of \$250 non-uniformed professionals. This would assist in the maintenance of a professional appearance in the workplace. Currently, FSFSA members in DFS have this benefit. FSFSA is merely asking to extend the benefit to employees in the same positions doing the same duties within the Agency for Healthcare Administration; the proposal would affect approximately twenty employees. *The state has not provided a counter proposal.*

Thank you for your time and attention to these issues. The FSFSA bargaining unit was formed in 2002. All the FSFSA's members and Officers are active employees elected by their peers to represent them in the workplace. Since the FSFSA was selected as the bargaining representative, every Legislative Session has resulted in the same outcome: the State's last proposal or the status quo.

In 2015, the Legislature approved a \$2,000 pay hike, but it was vetoed by the Governor.

I respectfully challenge the Committee to appreciate the concerns of your employees and implement the modest changes the employees have requested.

Respectfully Submitted,

Tommy Price
President

Florida State Fire Service Association, IAFF S-20

Article 9
REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION AND PROMOTION

Article 9

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) "Reassignment" shall mean the moving of an employee:

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

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

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

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

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

State _____
Date _____

Union _____
Date _____

Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.

(F) "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.

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

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

State _____
Date _____

Union _____
Date _____

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1-5 FSFSA Proposes Status Quo

NEW PROPOSED SECTION 6

- (A) All Bargaining unit members will utilize the People’s First statewide system for documenting hours worked, tracking leave credits earned used, and calculating overtime hours.
- (B) All bargaining unit members will be responsible for their own data entry into the People’s First timesheet system, except in limited cases where supervisors make corrections or post on behalf of an employee unable to complete the timesheet.
- (C) In the limited issues where it is not feasible for an employee to post their own time entries into the People First timesheet a written explanation of detailed actions by the supervisor will be sent to the affected employee within a reasonable timeframe.

State _____
Date _____

Union _____
Date _____

Article 25 WAGES

SECTION 1 – General Wage Increase for Fiscal Year 2017-2018

(A) Based on funding in the Fiscal Year 2017-2018 General Appropriations Act all employees in the unit shall receive a general wage increase in the amount specified by the legislature.

SECTION 2 Status Quo with Fiscal year changes

SECTION 3 Status Quo with Fiscal year changes

SECTION 4 Status Quo with Fiscal year changes

SECTION 5 Status Quo with Fiscal year changes

SECTION 6 – Special Pay Issues

(A) In accordance with the authority provided in the Fiscal Year 2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues

(B) To reduce critical inflammatory employee turnover and agency training expenses replacing employees annually, unit member positions shall receive a 10% increase to each position’s June 30, 2017 base rate of pay.

SECTION 7 – Competitive Area Differential (CAD)

(A) 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.

(B) Agencies shall review existing Competitive Area Differential Salary additives triennial (every 3 years) and request increases or decreases to the Department of Management Services as needed to remain competitive with like positions within the city and county jurisdictions.

SECTION 8 – Hazard/ Physical Hardship Duty pay additive

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

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

State _____
Date _____

Union _____
Date _____

**Article 27
UNIFORMS**

SECTION 1 – Uniform Allowance

FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the agency's uniform policy.

SECTION 2 – Accessories

- (A) Where hand-held radios are provided, they will be suitable for firefighting use.
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.
- (C) Name tags shall continue to be standard issue per agency policy.
- (D) Employees will be permitted to wear EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

SECTION 3 – Non-Uniformed Employees

All Non-uniformed bargaining unit employees in the Department of Financial Services, Division of State Fire Marshal, shall receive a clothing allowance in the amount of \$250.00 annually.

State _____
Date _____

Union _____
Date _____

**PBA – Impasse
LEO State Units**



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 17, 2017

VIA ELECTRONIC MAIL

Senator Bobby Powell, Co-Chair
Representative Charlie Stone, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

**Re: PBA Collective Bargaining Proposals for Law Enforcement Units:
Florida Highway Patrol, Law Enforcement Officer and Special Agent**

Dear Senator Powell and Representative Stone:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering three law enforcement bargaining units represented by the Florida PBA: (1) the Florida Highway Patrol unit, (2) the Law Enforcement Officer unit and (3) the Special Agent [FDLE] unit. The proposals are submitted in legislative fashion and directed to the specific article and section of the contract sought to be modified by the Association.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a number of issues, the most important of which are wages and insurance benefits. There are a number of other issues, but it is fair to state that DMS and the Florida PBA have spent a substantial portion of the negotiations focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

CONTACT PERSONS

Information relating to the PBA proposals is available from two contact persons: (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and (b) PBA General Counsel, Hal Johnson, hal@flpba.org.

MAJOR ISSUES

Wages (All Units - Article 25) – As previously advised, DMS and the Florida PBA spent a substantial amount of their negotiations considering the development of a state law enforcement wage pay plan with the goal of increasing the ability of the State's law enforcement agencies to recruit highly qualified law enforcement personnel as well as retain its currently

employed veteran officers. While a consensus on an approach could not be reached, the parties did recognize a need for an appropriate adjustment in starting salaries of the State's law enforcement personnel and a similar adjustment for the State's veteran law enforcement personnel.

The Florida PBA wage proposal reflects a full and comprehensive approach in order to resolve the State's recruitment and retention issues. It provides for an immediate and substantial increase in the base salaries of all law enforcement personnel, whether the individual is a rookie or veteran officer. Additionally, it creates an immediate incentive in the form of a salary incentive program for unit employees who have taken or will take advanced professional training courses. Finally, and of equal significance, the proposal seeks to establish a long-term educational and performance-based professional pay plan which motivated law enforcement personnel can elect to utilize in order to gain additional increases in their base rates of pay.

The Florida PBA proposal reflects both a short-term and long-term solution to the recruitment and retention of the State's law enforcement personnel. It warrants serious consideration by the Florida Legislature for implementation this fiscal year.

Insurance Benefits (All Units – Article 27) - As the Florida Legislature is fully aware, a number of modifications in the State Employees Self Insurance Plan are under consideration. One of the modifications being proposed by Governor Scott is elimination of the Spouse Program from the plan. While the Florida PBA appreciates the need for the State to develop and offer alternative health insurance programs to its employees in the future, it is inappropriate to implement such a plan on a piece-meal basis rather than through a comprehensive adjustment of the plan. The use of such an approach will provide employees with the ability to elect various plan options which are not currently available and offer possible cost level savings to the employee.

The Florida PBA's proposal maintains the current level of premium costs for the State's law enforcement personnel, commonly termed the "status quo". The Association believes its "status quo" approach is warranted until the Florida Legislature develops and implements new health insurance alternatives.

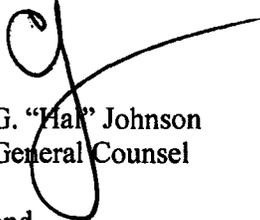
OTHER ISSUES (Article 18 Leave: Holidays and Overtime) - The Florida PBA has provided DMS with several other bargaining proposals that warrant consideration by the Florida Legislature. These proposals reflect "real-life" situations encountered by unit personnel which the Florida PBA believes need to be addressed and resolved. The proposals fall into two broad categories: holidays and hours of work (overtime). For example, officers at

several agencies regularly work workdays of either 10 or 12 hour shift. When the officers do not work on a scheduled holiday they receive only 8 hours of special compensatory leave versus the number of hours in their established workday. The PBA proposal seeks to address this issue by requiring the agency to credit the officer "with a holiday equal to the hours in the employee's established workday." See, PBA Proposal Article 18, Section 11 (new section).

The second category of proposals deals with overtime issues. For example, the PBA is advised that FDLE agents are routinely required to pre-flex (take off) several hours in anticipation they will be required to work extra hours in the work period. If an agent pre-flexes his or her work hours and subsequently is not required to work any extra hours, then the agent is forced to use annual or special compensatory leave to cover the hours that were not worked. Once again, the PBA proposal seeks to address this issue by precluding the agency from "adjusting an employee's work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period". See, PBA Proposal Article 18, Section 5(D)(1) (new section.)

Thank you for your consideration of the Florida PBA's bargaining proposals. We ask again that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. Such adjustment will serve the interests of the state, its citizens and its law enforcement personnel.

Respectfully,



G. "Hal" Johnson
General Counsel

and

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
Michael Roddy, FDLEEA Chapter President
William Smith, FHP Chapter President
Scott Hoffman, LEO Chapter President

ARTICLE 18
LEAVE-HOLIDAYS

Proposal is drawn to:

FHP: Article 18, New Section 11

LEO: Article 18, New Section 11

SA: Article 18, New Section 1

New Section 11 [Section 1 in SA Agreement]

Section 11 – Holidays: Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

ARTICLE 18
HOURS OF WORK-OVERTIME

Proposal is drawn to:

FHP: Article 18, New Section 5(D)

LEO: Article 18, New Section 5(D)

SA: Article 23, New Section 1(E)

New Section 5(D) [SA: New Section 1(E)]

- (D)(1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.

**Article 25 ~~2016 Legislative Impasse Resolution~~
WAGES**

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

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

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

SECTION 2 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018

General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan Work Group

Effective January 1, 2018, the State and its agencies shall implement the Structured Professional Level Pay Plan which shall be available only to bargaining unit employees in accordance with the terms of the program as outlined in Appendix D.

~~In accordance with the authority provided in the implementation provisions of the Fiscal Year 2016-2017 General Appropriations Act (Section 65, HB 5003), a work group is to be organized to create a sworn law enforcement officers' career development plan to attract and retain quality employees. The career development plan proposal developed by the work group is to be submitted to the Governor, President of the Senate, and Speaker of the House of Representatives by December 1, 2016.~~

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three “Satisfactory” performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive “Satisfactory,” and at least one “Commendable” or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 27 ~~2016 Legislative Impasse Resolution~~
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year ~~2016-2017~~2017-2018.

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

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

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

New Section 3

Prior to December 1, 2017, DMS and the PBA shall meet and discuss establishing a health saving account or a similar program to be available to unit employees upon their retirement from the State. The program would be funded by sums derived from unused sick leave hours of the employee and paid by the State. Meetings to discuss this program shall be treated as negotiations between the State and PBA, pursuant to Article 5, Section 9.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 17, 2017

VIA ELECTRONIC MAIL

Senator Bobby Powell, Co-Chair
Representative Charlie Stone, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

Re: PBA Collective Bargaining Proposals for Lottery Law Enforcement Unit

Dear Senator Powell and Representative Stone:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to the Florida Lottery covering its law enforcement bargaining unit represented by the Florida PBA. The proposals are submitted in legislative fashion and directed to the specific article and section of the contract sought to be modified by the Association.

As an examination of the impasse letter from the Lottery's chief negotiator indicates, the Florida Lottery and the PBA are at impasse on two basic issues, wages and insurance benefits. Over the past the State and the Florida PBA have spent a substantial portion of the negotiations focused on development of a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

CONTACT PERSONS

Information relating to the PBA proposals is available from two contact persons: (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and (b) PBA General Counsel, Hal Johnson, hal@flpba.org.

MAJOR ISSUES

Wages (Article 22) – As previously advised, the State and the Florida PBA spent a substantial amount of their negotiations considering the development of a state law enforcement wage pay plan with the goal of increasing the ability of the State's law enforcement agencies to recruit highly qualified law enforcement personnel as well as retain its currently

employed veteran officers. While a consensus on an approach could not be reached, the parties did recognize a need for an appropriate adjustment in starting salaries of the State's law enforcement personnel and a similar adjustment for the State's veteran law enforcement personnel.

The Florida PBA wage proposal reflects a full and comprehensive approach in order to resolve the State's recruitment and retention issues. It provides for an immediate and substantial increase in the base salaries of all law enforcement personnel, whether the individual is a rookie or veteran officer. Additionally, it creates an immediate incentive in the form of a salary incentive program for unit employees who have taken or will take advanced professional training courses. Finally, and of equal significance, the proposal seeks to establish a long-term educational and performance-based professional pay plan which motivated law enforcement personnel can elect to utilize in order to gain additional increases in their base rates of pay.

The Florida PBA proposal reflects both a short-term and long-term solution to the recruitment and retention of the State's law enforcement personnel. It warrants serious consideration by the Florida Legislature for implementation this fiscal year.

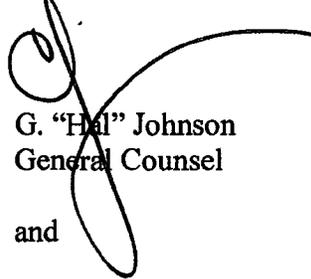
Insurance Benefits (Article 27) - As the Florida Legislature is fully aware a number of modifications in the State Employees Self Insurance Plan are under consideration. One of the modifications being proposed by Governor Scott is elimination of the Spouse Program from the plan. While the Florida PBA appreciates the need for the State to develop and offer alternative health insurance programs to its employees in the future, it is inappropriate to implement such a plan on a piece-meal basis rather than through a comprehensive adjustment of the plan. The use of such an approach will provide employees with the ability to elect various plan options which are not currently available and offer possible cost level savings to the employee.

The Florida PBA's proposal maintains the current level of premium costs for the State's law enforcement personnel, commonly termed the "status quo". The Association believes its "status quo" approach is warranted until the Florida Legislature develops and implements new health insurance alternatives.

Senator Bobby Powell, Co-Chair
Representative Charlie Stone, Co-Chair
Joint Select Committee on Collective Bargaining
February 17, 2017
Page 3 of 3

Thank you for your consideration of the Florida PBA's bargaining proposals. We ask again that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. Such adjustment will serve the interests of the state, its citizens and its law enforcement personnel.

Respectfully,

A handwritten signature in black ink, appearing to read "Hal Johnson", with a long horizontal flourish extending to the right.

G. "Hal" Johnson
General Counsel

and

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
Richard Runyon, Representative, Department of Lottery
Scott Hoffman, LEO Chapter President

Article 22
WAGES

SECTION 1 – General Pay Provisions: Special Recruitment and Retentional Adjustment

~~Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the fiscal Year 2015-2016 General Appropriations Act.~~

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

SECTION 2 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

Section 4 – Saving Share Program

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

Section 5 – Discretionary Raises

- In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Career Development Plan

Effective January 1, 2018, the State and its agencies shall implement the Structured Professional Level Pay Plan which shall be available only to bargaining unit employees in accordance with the terms of the program as outlined in Appendix D.

APPENDIX D

Structured Professional Level Pay Plan

The plan establishes uniform guidelines that each agency shall tailor to fit its specific needs.

-To address experience:

an officer must spend at least 18 months in a specific job assignment

-To address training and educational enhancement:

an officer must complete at least 60 additional hours of agency approved training, or course work above the standard training requirements

-To address job performance:

an officer must receive a "Satisfactory" annual performance evaluation

an more senior officer must demonstrate an ability to mentor fellow officers, or engage in community outreach

an officer must demonstrate a willingness to explore leadership or specialty opportunities during his or her career

-To address salary enhancement:

qualifying officers will receive a 3% for meeting the minimum standards

additional 1% salary increases are available for higher personal performance in two categories

Structure:

The plan consists of four Professional Levels. These levels are segmented by years of service qualification periods that take place in the first half of an officer's career. Each level contains basic requirements taken from the previous level in order to enhance the overall caliber of the officers participating in the plan. Officers are not required to complete a previous level to be eligible for the next level for which he or she qualifies to participate in.

Level 1:

Qualifying period

Hire date to day prior to fourth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers are new to the field and job assignments. . Additionally, officers are learning the job assignment requirements. Experience is not evaluated during this period. Agencies may move the officer to various positions to fit agency needs

Training and education:

-Officers are still in training during this period and, therefore, not evaluated during this period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 2:

Qualifying period

From fourth year anniversary to the day prior to eighth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 3:

Qualifying period

From eighth year anniversary to the day prior to twelfth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

-Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

-Officers are required to complete at least 60 additional hours of agency approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. *Note – to qualify for salary increase, an officer must have at least 80 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

Salary Enhancement

- Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Level 4:

Qualifying period

From twelfth year anniversary to the day prior to sixteenth year anniversary. Officer must be employed full time during the entire qualifying period.

Evaluations

Experience:

- Officers must complete at least 18 months in a specific job assignment. Agencies may move the officer to various positions to fit agency needs without loss of service time to the officer. Experience is evaluated during this period.

Training and education:

- Officers are required to complete at least 60 additional hours of CJSTC approved course work or training above the standard CJSTC training requirements for the qualifying period. This training will be evaluated. . *Note – to qualify for salary enhancement, an officer must have at least 100 hours of cumulative additional agency approved training by the end of the qualifying period.

Job performance:

-Officers will receive annual performance evaluations during this period which will be evaluated.

-Officers will also be evaluated on whether he or she is a mentor to fellow officers, or in the community. This evaluation can be measured by whether the officer is an Instructor, Field Training Officer, a written evaluation, documented community outreach, or other meritorious service established by the agency. The measurement for evaluation can come from outside of the qualifying period. (Discussion Topic)

-Officer will also be evaluated on whether he or she applied for a specialty position, or took a promotional examination during his or her career (An officer who served as an acting supervisor meets the requirement for the evaluation).

Salary Enhancement

- o Officer meeting the experience and training requirements who also receive at least three "Satisfactory" performance evaluations will receive a 3% base salary increase at the end of the qualifying period.
- Officers who receive "Satisfactory," and at least one "Commendable" or above, performance evaluations will receive a 1% base salary increase at the end of the qualifying period.
- Officers who do not receive any discipline at or above a three day suspension during the qualifying period will receive a 1% base salary increase at the end of the qualifying period.

Article 24
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year ~~2016-2017~~2017-2018.

The parties agree that the Lottery will administer the State Employees Group Health Self Insurance Plan in accordance with the applicable fiscal year's General Appropriations Act. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

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

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

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 17, 2017

VIA ELECTRONIC MAIL

Senator Bobby Powell, Co-Chair
Representative Charlie Stone, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

Re: PBA Collective Bargaining Proposals for Security Services Unit

Dear Senator Powell and Representative Stone:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the security services bargaining unit.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a number of issues, the most important of which are wages and insurance benefits. There are a number of other issues, but it is fair to state that DMS and the Florida PBA have spent a substantial portion of the negotiations focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified correctional officers and personnel.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

CONTACT PERSONS

Information relating to the PBA proposals is available from two contact persons: (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and (b) PBA General Counsel, Hal Johnson, hal@flpba.org.

MAJOR ISSUES

Wages (Article 25) – As previously advised, DMS and the Florida PBA spent a substantial amount of their negotiations considering the development of a wage proposal designed to increase the ability of the State to recruit highly qualified correctional personnel as well as retain its currently employed veteran officers. While a consensus on an approach could not be reached, the parties did recognize a need for an appropriate adjustment in starting salaries of the State's correctional personnel.

The Florida PBA wage proposal reflects a straight forward approach in order to resolve the State's recruitment and retention issues. It provides for an immediate and substantial increase in the base salaries of all correctional personnel, whether

the individual is a rookie or veteran officer. Additionally, it creates an immediate incentive in the form of a salary incentive program for unit employees who have taken or will take advanced professional training courses.

The Florida PBA proposal reflects a positive solution to the recruitment and retention of the State's correctional personnel, both for the rookie officer and the veteran officers. It warrants serious consideration by the Florida Legislature for implementation this fiscal year.

Insurance Benefits (Article 27) - As the Florida Legislature is fully aware, a number of modifications in the State Employees Self Insurance Plan are under consideration. One of the modifications being proposed by Governor Scott is elimination of the Spouse Program from the plan. While the Florida PBA appreciates the need for the State to develop and offer alternative health insurance programs to its employees in the future, it is inappropriate to implement such a plan on a piece-meal basis rather than through a comprehensive adjustment of the plan. The use of such an approach will provide employees with the ability to elect various plan options which are not currently available and offer possible cost level savings to the employee.

The Florida PBA's proposal maintains the current level of premium costs for the State's law enforcement personnel, commonly termed the "status quo". The Association believes its "status quo" approach is warranted until the Florida Legislature develops and implements new health insurance alternatives.

OTHER ISSUES (Safety, Holidays and Overtime) - The Florida PBA has provided DMS with several other bargaining proposals that warrant consideration by the Florida Legislature. These proposals reflect "real-life" situations encountered by unit personnel which the Florida PBA believes need to be addressed and resolved. The proposals fall into three broad categories: safety, holidays and hours of work (overtime). For example, officers at DC's correctional facilities regularly work workdays of 12 hours. When the officers do not work on a scheduled holiday they receive only 8 hours of special compensatory leave versus the number of hours in their established workday. The PBA proposal seeks to address this issue by requiring the agency to credit the officer "with a holiday equal to the hours in the employee's established workday." See, PBA Proposal Article 18, Section 1 (new section).

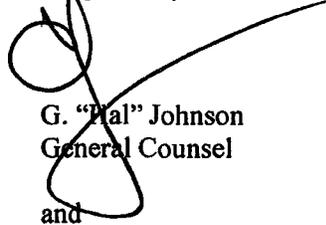
Regarding the issue of safety, the correctional probation officers have identified a problem which involves their ability to carry a firearm in a probation office. In most instances, the officers are required to secure their weapons in the "official office lock box." The PBA proposes to eliminate this requirement in order for the officers to have immediate access to their weapons should it be necessary. See, PBA Proposal Article 13, Section 5.

Senator Bobby Powell, Co-Chair
Representative Charlie Stone, Co-Chair
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Page 3 of 3

A third category of proposals deals with several overtime issues. A good example is a correctional probation officer who is required to work extra hours due to court time or on-call GPS monitoring. Currently, DC requires these extra hours to be reduced by forcing the officer to flex (take time-off) from their scheduled workweek. Unfortunately, the officer's work load is not adjustable and the officer is then forced to perform more work in less hours. The PBA proposal would limit DC from adjusting work hours in order to avoid the payment of overtime to the officers when the extra hours are the result of "court-time, on-call GPS monitoring, training and extra work load due to staff shortages." See, PBA Proposal Article 23, Section 1(G) (new section).

Thank you for your consideration of the Florida PBA's bargaining proposals. We ask again that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. Such adjustment will serve the interests of the state, its citizens and its law enforcement personnel.

Respectfully,

A handwritten signature in black ink, appearing to be "G. 'Hal' Johnson", written over the typed name and title.

G. "Hal" Johnson
General Counsel

and

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
James Baiardi, SCO Chapter Trustee

**ARTICLE 13
SAFETY**

SECTION 1 – Safety Committee

(A) It shall be the policy of the state to make every reasonable effort to provide employees a safe and healthy working environment.

(B) Where management has created a safety committee in a state-controlled facility, the employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee both the state and Union shall work toward the establishment of one in each state-controlled facility.

SECTION 2 – Employee Safety

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

(B) When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

SECTION 3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the grievance procedure of the Agreement.

SECTION 4 – Communicable Diseases

(A) In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.

(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

SECTION 5 – Correctional Probation Officer Safety

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry his department approved weapon while on duty. ~~When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock box immediately upon entering the probation and parole office.~~

SECTION 6 – Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

- (1) Only one handgun per vehicle/per lockbox.
- (2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.
- (3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.
- (4) The lockbox cannot be placed in a metal toolbox on a truck.
- (5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer's choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

ARTICLE 18
LEAVE-HOLIDAYS

Proposal is drawn to:

SS Article 18, New Section 1

New Section 1

Section 1 – Holidays – Unit Exceptions

- A. Notwithstanding the terms of Rule 60L-34.0032, 3(b), Florida Administrative Code, if the holiday is observed on the employee's established day off, the employee shall be credited with a holiday equal to the hours in the employee's established workday

- B. Notwithstanding the terms of Rule 60L-34.0032, (4), Florida Administrative Code, an employee shall be credited with a holiday equal to the hours in the employees established workday, regardless of whether said employee has utilized other leave credits during the workweek, approved extended work period or regular work period for excluded employees.

ARTICLE 23
HOURS OF WORK-OVERTIME

Proposal is drawn to:

SS Article 23, New Section 1(G)

- (1) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in anticipation that said employee will be required to work hours in excess of their regular schedule during the same work period. This shall not preclude an agency from adjusting an employee's work schedule as provided for in Section 1(B) of this article if excess hours have actually been worked.
- (2) Where an agency has sufficient overtime funds available, employees shall not be required to adjust their regular work schedule in order to avoid the payment for hours worked in excess of their regular schedule. Should an agency reasonably anticipate a shortage of overtime funds, it may adjust an employee's work schedule as provided for in Section 1(B) of this article.
- (3) An employee shall not be required to adjust or otherwise modify the employee's regular work schedule in order to offset work hours in excess of their regular schedule during the same work period if such excess hours were incurred in the performance of court time, on-call GPS monitoring, training and extra work load due to staff shortages.

Article 25
WAGES

SECTION 1 – General Pay Provisions: Special Recruitment and Retention Adjustment

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

A. Effective July 1, 2017, the minimum starting salaries for bargaining unit classifications (Appendix A of Agreement) shall be increased in the amount of \$10,000 annually.

B. Effective July 1, 2017, all bargaining employees shall receive a increase in the employee's base rate of pay in the amount of \$10,000 annually.

C. Effective October 1, 2017, the State shall provide each bargaining unit employee a monthly salary incentive "match" equal to the amount of State salary incentive monies the employee receives under the current salary incentive program provided for in Section 943.22, Florida Statutes.

SECTION 2 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Discretionary Competitive Pay Adjustments

In accordance with the authority provided in the Fiscal Year ~~2016-2017~~2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 6 – Other Pay Provisions – Department of Corrections

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

(A) Initial Appointment

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

(D) Pay Additives for Added Duties

During the term of this agreement, the agency shall maintain all pay additives and special assignment pay currently being paid to employees. Additionally, the agency shall establish pay additives for special assignment pay consistent with current amounts to employees serving in the following capacities: canine team, crisis negotiation team and certified instruction. The agency shall consult with, and if requested, negotiate such pay additives with the union.

Article 27
INSURANCE BENEFITS

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

State Employees Group Insurance Program

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan, including participants in the Spousal Program shall remain unchanged for Fiscal Year 2016-20172017-2018.

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February 21, 2017

Senator Bobby Powell
Co-Chair
Joint Select Committee on
Collective Bargaining

Representative Charlie Stone
Co-Chair
Joint Select Committee on
Collective Bargaining

Re: Collective Bargaining Impasse between
Florida Nurses Association/OPEIU Local 713 and State of Florida

Dear Senator Powell and Representative Stone:

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

The FNA does not disagree with the representation of "open" issues set forth in Michael Mattimore's February 8th "Notification of Collective Bargaining Impasse" letter sent from the Department of Management Services to the Senate President and the House Speaker.

Of utmost importance to the FNA and its membership is the compensation level of the health care professionals. State-employed Registered Nurses, Advanced Registered Nurse Practitioners, Community Health Nurses, Dentists, Pharmacists and Nutritionists are critical employees who are **first-responders** to on-going health care challenges such as disaster related trauma, the ZIKA virus outbreak and the continuing AIDS epidemic.

Many of these employees are inappropriately compensated (compared to similar positions in the private sector and in other public sector entities), and have not had a cost-of-living pay adjustment in at least six years. Furthermore, it must be recognized that these employees are human beings that must feed themselves and their families while paying for mortgages and other daily needs (e.g.: transportation).

Senator Bobby Powell
Co-Chair
Joint Select Committee on
Collective Bargaining
February 21, 2017

Representative Charlie Stone
Co-Chair
Joint Select Committee on
Collective Bargaining
February 21, 2017

The critical contract issues now at impasse and the FNA's latest proposals regarding them are:

1. **Article 25 - Wages**

This bargaining unit has not had a real wage increase for the past six years. Such a situation is unacceptable by any standards. At the outset of negotiations, the FNA proposal was a 5% across-the-board salary increase in addition to a scaled wage increase (1% to 3%) on the employees's "anniversary date": the amount determined by years of service with the State. The Governor's response was a three tier lump-sum non-recurring bonus scheme based at its outset on agency performance - a factor beyond the control of the individual bargaining unit members. The FNA was informed by DMS that the Governor's budget provides for some other state employees to receive a 5% salary increase in addition to the bonus scheme. The Union's last proposal was that the Professional Health Care employees receive the same consideration: i.e.: 5% wage increase in addition to the one-time bonus possibility.

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

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

3. **Article 26 - Differential Pay**

For years, the FNA has urged the State to increase the amount paid for night shift differential in the State hospitals and residential care facilities. The current \$1.00 per hour is well below the differentials paid in other institutional settings. This situation has caused the State to hire temporary staffing replacements at an even higher cost when situations arise where state professionals turn down night assignments. The FNA provided DMS with a chart of comparable differentials. (See: Attachment B) The current FNA proposal is to raise the differential payment to \$2.00 per hour - an amount still below the comparables but a reasonable improvement.

Senator Bobby Powell
Co-Chair
Joint Select Committee on
Collective Bargaining
February 21, 2017

Representative Charlie Stone
Co-Chair
Joint Select Committee on
Collective Bargaining
February 21, 2017

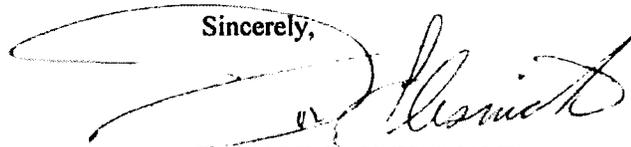
4. **Article 27 - Insurance Benefits**

The FNA rejects the Governor's proposal to increase insurance premiums for state-employed married couples. Employee paid insurance premiums should remain the same as currently charged.

As the legislature moves towards its 2017 session, the FNA urges all members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and demand for their talent is high.

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

Sincerely,



DONALD D. SLESNICK II

Attachments

cc: Deborah Hogan, R.N., State Unit President: Deborah.hogan@flhealth.gov
John Berry, Director of Labor Relations, FNA: jberry@floridanurse.org
Michael Mattimore, Esquire, Attorney for DMS: mmattimore@anblaw.com
James Parry, Assistant General Counsel, DMS: jim.parry@dms.myflorida.com
Lisa Larson, Government Accountability Committee: lisa.larson@myfloridahouse.gov

The State of Florida
and
Florida Nurses Association, Office and Professional Employees
International Union, Local 713, AFL-CIO
Union Contract Proposals 2017

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;

ATTACHMENT "A"

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.

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;

The State of Florida

and

Florida Nurses Association, Office and Professional Employees
International Union, Local 713, AFL-CIO

Union Contract Proposals 2017

Article 26: Differential Pay

- (A) A shift differential in the amount of \$2.00 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 5:00pm and 6:00am.
- (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.~~

SHANDS Hospital: Gainesville

Mon-Fri (Second Shift) \$3.50hr
(Third Shift) \$4.50hr

Wknd: Sat-Sun (First Shift) \$3.50hr
(Second Shift) \$7.00hr
Fri-Sat (Third Shift) \$8.00hr

***People with a BSN/MSN/DNP or PhD in Nursing will receive an additional \$.50hr

Shands Hospital: Jacksonville

Mon-Fri (Second & Third Shift) \$6.50hr
Sat-Sun (First Shift) \$7.50hr
(Second & Third Shift) \$10.25hr

Wuesthoff Hospital: *BREVARD COUNTY*

(Second Shift) \$2.75hr
(Third Shift) \$4.75hr

***Nurses hired with or achieve a BSN will receive education pay of \$.50hr added to their base rate.
Nurses hired with or achieve a MSN will receive education pay of \$.75hr added to their base rate.

Jackson Memorial: *MIAMI-DADE COUNTY*

(Second Shift) \$4.00hr
(Third Shift) \$6.00hr

ATTACHMENT "B"

Testimony

FNA/STATE IMPASSE HEARING BEFORE LEGISLATIVE SELECT COMMITTEE

February 23, 2017

Good afternoon Senators and Representatives:

I am Debbie Hogan and I have served the citizens of Florida for 21 years as a Community Health Nurse in the Palm Beach County Department of Health. I am also the President of the Florida Nurses Association's Health Care Professional Bargaining Unit.

We are here today to ask the Legislature to properly recognize the dedication and hard work of your 3000 professionals that serve the critical health needs of Florida's citizens, wards and visitors. These dedicated public servants are Registered Nurses, Nurse Practitioners, Nutritionists, Dieticians, Mental Health Specialists and Dentists who work throughout the State from the Panhandle to the Keys. They provide essential and first responder services throughout our state: in our Health Departments, in our Family and Children Medical Service sites, and in our State Hospitals. They work tirelessly to meet the needs of our most vulnerable citizens.

The Public Health Professionals work daily to protect us all from the spread of infectious diseases such as Ebola, HIV, hepatitis and Zika. When natural disasters occur or when hurricanes threaten, these same state employees are assigned to help man the shelters to care for the medically fragile and elderly, leaving their families to fend for themselves.

There can be no question that these health care professionals care deeply about their work and are dedicated to the people of Florida. It has been six years since they have received an actual salary increase, so inflation has negatively impacted each employee. The competitive marketplace has left them behind, thus, it has become harder and harder to hire competent staff, unless persons are hired well above the bottom of the pay scale – a situation which disadvantages the loyal employees who have been employed in the system for years. Hopefully, you can understand why morale has never been lower.

Please support your Health Care Professionals by recommending and urging your fellow legislators to appropriate the funds necessary to grant a meaningful wage increase for your Health Care Professionals.

Thank you.

Deborah Hogan, RN, BSN, MPA