



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Powell, Alternating Chair
Representative Stone, Alternating Chair

Meeting Packet
Materials Submitted by:
Bargaining Units

Friday, January 12, 2018
8:00—10:00 a.m.
Pat Thomas Committee Room, 412 Knott Building



Union's Impasse Position

The Union and the State are at Impasse on two items: Article 25 – Wages, Section 2 and Section 6 (new - introduced by Union); and Article 18 Section 6 C and Section 6 E.

Article 25 – Wages

Section 2:

It is the Union's position that a 3% across the board cost-of living increase is not only reasonable but is essential for state employees to start making up for the lost economic standing they have endured due to the recent recession and the State's inability to financially secure their employees wellbeing.

The Union acknowledges the Governor's/State's recognition of this fact in the proposal to increase the Department of Juvenile Justice salaries and base pay by 10%. This will help in retention and the attracting of new employees to this Department. However, this acknowledgement fails to go far enough as all Agencies of the State are experiencing the same symptoms as DJJ; low morale, employee's retiring as soon as possible, employee's seeking employment in private industry for more pay, shortage of new employees, current employees being overworked, and a conflict among employees as to priorities, family vs. job. An employee that cannot make ends meet for his or her family will not allow full loyalty to develop for the job.

The Union also acknowledges that this Legislature last year did consider and acted on the needs of State employees by including in the State budget a modest increase. However, know that this modest increase has not made up for the years without increases and loss of purchasing power and economic viability of the State employees.

Please note that 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.
- The gap between the average salaries for state employees and public-sector employees continues to grow.

*2280 U.S. 92 East, Plant City, Florida 3563
Telephone (813) 319-0705
Fax (813) 626-1984*

The population of Florida has increased to over 20.6 million¹ and tourism visits was estimated by VISIT FLORIDA to be 88.2 million people the first 9 months of 2017, a 3.3% increase over the same period in 2016.² The State was also hit partly by Hurricane Mathew and by Hurricane Irma which caused major damage throughout. The Governor and this Legislature expect and demand that State Employees service Florida's residents, accommodate tourists needs and expectations, and be the first responders in times of emergencies. We have done so, and we will continue to do so. However, State Employees expect the Governor and the Legislature to ensure their well being and provide the tools for the successful completion of the tasks at hand.

A modest 3% increase for all State Employees is not the cure all however it is movement in the right direction. We need to retain current employees and attract new ones. 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 3% across the board cost of living raise to the budget for passage by the full Legislature.

Section 6

Management retains the right to grant State Employees performance pay increases, bonuses or other increases. AFSCME Florida does not challenge or object to such increases. However, the Union is inundated by calls when management grants said increases thus the Union has proposed a new Section to Article 25 which requests that management inform the Union when such actions are adopted by management. The Union strongly feels that by receiving such information directly from management we could help in dispelling rumors, in explaining criteria used by management in selecting the recipients thus helping others to strive for improvements, and encourage a healthier working environment. It should be noted that the language proposed by the Union included "The Union acknowledges that these amounts are not subject to collective bargaining negotiations."

Article 18

Section 6 C - 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

¹ <https://countrydigest.org/florida-population/>

² <http://sunshinestateneews.com/story/florida-welcomes-record-breaking-88-million-tourists-2017>

comp. time. For the year 2017 this forfeited time came out to over 67,907 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 67,907 forfeited hours and you just had 32 employees work for free a full year which surpasses last year's numbers. If a private employer did this, it would be considered wage theft and they would be held accountable. We have asked that if management cannot grant the employee his/her earned time off 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 worked for and earned, especially when they come in on their day off to fill a gap that their Agency needed them for.

Section 6 E

This Section refers to Employees that are subject to a disciplinary suspension. Currently the Agreement calls for if mutually agreed upon, the suspended employee can come in to work and use his/her earned special comp time and if no special comp time is available, their annual leave to supplement their pay for the time they worked during the suspension. The State has proposed that this working during a disciplinary suspension, cease being by mutual agreement and that management have the sole discretion and authority to mandate a suspended employee to work and then pay him/her with their earned special comp time or annual leave. Members of the Union have expressed their strong opposition to such a working condition – forced to work during a suspension and to pay themselves with their earned time. This is defined as forced labor and cannot be allowed to become a practice of the Government of the State of Florida. Having State Employees subject to forfeiting earned time as in Section 6 C mentioned above and then also being able to force them to work for free as proposed here in Section 6 E are examples of bad management, abuse of authority, and an affront to employees as well as labor standards. The Union strongly requests that the Joint Committee reject this State proposal.

Respectfully Submitted,

Hector R. Ramos, Coordinator
AFSCME Florida Region 2

³ People First prepared by DMS-Division of Human Resource Management January 4, 2018 (attached)
2280 U.S. 92 East, Plant City, Florida 3563
Telephone (813) 319-0705
Fax (813) 626-1984

**American Federation of State, County, and Municipal Employees (AFSCME) -
Special Compensatory (SC) Leave Forfeiture Estimates by Agency From FY 2016-17¹**

Agency	Sum of SC Holiday Hours Forfeited	Sum of SC Office Closure Hours Forfeited²
AHCA - Agency for Hlth Care Ad	86.75	0.00
APD - Persons w/Disabilities	1,663.25	0.00
AST - State Technology	19.25	0.00
DACS - Agriculture & Csmr Svc	401.50	137.50
DBPR - Business & Prof. Reg.	62.25	0.00
DC - Corrections	4,849.25	6,361.25
DCF - Children & Families	17,961.25	8,563.00
DEO - Economic Opportunity	323.25	0.00
DEP - Environmental Protection	2,852.25	37.00
DFS - Financial Services	102.25	0.00
DJJ - Juvenile Justice	6,432.00	5,129.00
DLA - Legal Affairs	10.50	25.25
DMA - Military Affairs	657.50	0.00
DMS - Management Svcs	17.50	0.00
DOE - Education	12.50	0.00
DOEA - Elder Affairs	1.75	0.00
DOH - Health	856.75	1,604.00
DOS - State	60.25	0.00
DOT - Transportation	502.25	275.50
DVA - Veterans Affairs	3,959.25	3,125.50
FDLE - Law Enforcement	95.00	80.00
FSDB - FL School Deaf & Blind	40.00	0.00
FWC - Fish & Wildlife Cons Comm	422.75	92.00
HSMV - Hwy Safety & Mtr Vhcle	368.50	674.00
REV - Revenue	45.75	0.00
Grand Total	41,803.50	26,104.00

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

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

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

SECTION 1 – Leaves

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

SECTION 2 – Hours of Work and Overtime

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

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

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

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

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

SECTION 3 – Work Schedules

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

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

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

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

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

SECTION 4 – Rest Periods

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

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

SECTION 5 – Disability Leave

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

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

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

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

SECTION 6 – Special Compensatory Leave

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

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

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

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

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

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

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

Article 25 2017 Legislative Impasse Resolution
WAGES

SECTION 1 – Pay Provisions – General

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

SECTION 2 - Competitive Pay Adjustments

In accordance with Senate Bill 7022, a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards.

~~(A) — Eligible employees with a base rate of pay of \$40,000 or less on September 30, 2017, shall receive an annual increase of \$1,400 to their base rate of pay effective October 1, 2017.~~

~~(B) — Eligible employees with a base rate of pay greater than \$40,000 on September 30, 2017, shall receive an annual increase to their base rate of pay of \$1,000 effective October 1, 2017; provided, however, in no instance shall such an employee's base rate of pay be increased to an annual amount less than \$41,400.~~

(A) Effective October 1, 2018, full-time eligible employees shall receive an annual competitive pay adjustment of 3 %.

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

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

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

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

SECTION 6 – Agency Wage Increases, Bonuses, or other Increases

Whenever the Agency determines to provide a wage increase, bonus, or some other form of incentive to the bargaining unit employees (other than those wage increases or bonuses provided by the legislature), the Agency Head shall notify the AFSCME Council at the Tallahassee office of its intent to provide such increase or bonus and shall provide the following information:

(A) The total amount of the increase or bonus allotted for the bargaining unit employees;

(B) A list and individual amounts provided to each bargaining unit employee;

(C) The criteria used to select the employees which will receive the increase or bonus;

(D) The specific locations of the agency which will receive the increase or bonus, if it does not involve an agency-wide increase;

(E) A list of all employees who may not have received the increase of bonus and the reasons for their not receiving such.

The Union acknowledges that these amounts are not subject to collective bargaining negotiations. The agency will not exercise its discretion in an arbitrary, capricious, or other adverse manner in the distributing of such wage increase or bonus.

EGAN, LEV, LINDSTROM & SIWICA, P.A.
ATTORNEYS AT LAW

ORLANDO OFFICE:

231 E. Colonial Drive, Orlando, FL 32801
Mailing Address: Post Office Box 2231, Orlando, FL 32802
Telephone: (407) 422-1400 • Facsimile: (407) 422-3658

GAINESVILLE OFFICE:

1617 NW 16th Avenue, Gainesville, FL 32605
Mailing Address: Post Office Box 5267, Gainesville, FL 32627
Telephone: (352) 672-6901

January 9, 2018

Senator Bobby Powell
Representative Charlie Stone
404 South Monroe Street
Tallahassee, FL 32399

Re: Joint Select Committee on Collective Bargaining

Gentlemen:

Attached hereto are the materials IAFF Local S-20 wishes you to consider in advance of the Legislative Body hearing; note that there are changes which supersede the letter sent earlier today.¹

Be advised that the Union accepts the pay proposal made by the Governor in his proposed budget for Fiscal Year 2018-2019 and separately proposes that all unit employees receive the 10% increase. However, and in the event the Legislature appropriates a different compensation package, and that appropriation is not subject to a lawful veto, the Union reserves the right to select that package.

To reflect this acceptance of the Governor's proposed budget, the Union submits new language for Article 25 Section 1, as follows:

"Pay shall be, at Local S-20's discretion (1) in accordance with the Governor's proposed budget for Fiscal Year 2018-2019 and other provisions of state law with the Governor's 10% increase applicable to all unit employees, or (2) in accordance with the Fiscal Year 2018-2019 General Appropriations Act and other provisions of state law."

Respectfully submitted,

_____/s/_____
Richard Siwica
Counsel for Local S-20

cc: Michael Mattimore, Esq.

¹ In that connection, the Union reserves the right to amend or supplement its proposals at any time.



Florida State Fire Service Association S-20

January 2018

To Legislative Leaders,

First and Foremost I want to thank you for your time and attention to the following issues which have come before you for impasse. Again we have come to another year where the Executive Branch has chosen instead of working and negotiating with our Association to address continued deficiencies and egregious issues which continue to effect our members and cause extreme turnovers, failure to fill vacancies, continual loss of pay, and stripping our members of the ability to even come close to the everyday costs of living.

From the first day we presented our proposals for discussion on Articles we never had any direct communication between the Executive Branch and within less than two weeks the Executive Branch chose to present an budget which put us directly into impasse per Florida Statute. This is by no means Collective Bargaining when there is no open discussions PRIOR to any formulation of budget proposals to allow for presentation and discussion. For this reason every year we become dependent on the Legislative Branch to address our issues at impasse while we continue to address, and in most cases support those items proposed by the State.

For this reason I am submitting this letter with the attachments per your request to address our reasons for the proposals of our Articles 13, 23, and 25 and the reason for our denial on negotiations for the States counter proposal for Article 13.

Article 13 Health and Welfare proposed by the Florida State Fire Service Association was to change the language in Section 1 (The benefits and the employees share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged through the end of contract June 30, 2020.) This was to bring the Three Year contract language into parody. It is also the understanding that given the bills passed during the 2017 Session that at the end of the Three Year contract the Legislature will have received all the information with regards to the new insurance plan programs which would be presented and need to be renegotiated at that time. No other changes were being discussed and to date no information had been presented by the State to show any changes would be forthcoming till this time. For this reason there should be no changes needed to the State Employees Group Health Self-Insurance Plan through the end of our agreed upon contract and the proposal for the language as presented be granted.

The States counter proposal when presented was to only continue this provision for 1 year in a three year contract which now requires that this Article be presented each year during negotiations. Again as the new plans are not supposed to be read for possible implementation till the end of the current contract this is unacceptable as it limits the allowable presented Articles during annual negotiations. The added language from the Executive Branch to remove the benefit provided to Couples whom both work for the State with regards to their premium payments, increasing the payments to that for full

Family Coverage payments for a Single Employee is outrageous. The State offers no Cost of Living adjustments, no performance pay increases, and no means to allow its employees to even try to stay ahead of everyday increases to expenses, yet chooses to continue to take away earned income each and every year. This is not just a slight increase and just money. This is removing my members earned incomes for lodging, food, and other needed living devices for their families. As the Executive Branch has provided no means to address this language with any reasoning to justify the request to which we can even have any reasonable discussion for negotiations we cannot agree to the language provided and ask that you remove such language as provided by the Executive Branch and restore the language to the Section as was presented by the Florida State Fire Service Association to make our Three Year contract whole to the end of the term, at which time we have acknowledged we will have to negotiate the desire of the Legislature to provide other Insurance Options during the 2020-2021 Budget Year.

Article 23 Hours of Work and Overtime addition of Section 6 People First Time/Leave Tracking was presented again this year to bring our Job Class positions for the Department of Military Affairs into parity with the rest of the State Employee Service. This was presented during the previous years Article negotiations to only be dropped and never truly discussed to come to a means to address the constant time keeping issues with the Department of Military Affairs using paper documents for timekeeping and leave tracking which have been shown time and again to be extremely time consuming for the HR of the Agency and consistent issues with failure of imputing proper time, accruals, and leave time earned. The use of the People First Time system is used by all other State Employee's and as such needs to be put in place. We have never been presented with any documented cost's to which the response from the Executive Branch is sorry its too much to program given the amount of employees involved. AS this system is easily programmable and can be conformed to the schedules of the employees provided we ask that you please grant the request to get these employees equal to all other State Employee's.

Article 23 Hours of Work and Overtime addition Section 7 Hazard/Physical Hardship Duty Pay Additive was presented again this year as the Job Class positions covered under Fire Protection Specialist (Code 8804) continue to work highly hazardous areas yet these positions, unlike their other counter parts Fire Inspectors, are not provided as High Risk retirement. These positions are mandated to be Certified Fire Inspector under Florida State Statute 633. They are continually everyday inspecting specialty facilities and locations which are not covered by most local Fire Inspectors of an extremely hazardous nature. These locations include but are not limited too:

- Mining Operations Explosives
- Fireworks Manufacture Facilities
- Medical Experimentation Labs
- Specialty Laboratories
- Medical Facilities with Highly contagious diseases
- Long Term Care Facilities with highly spreadable diseases

The presentation of the language was for a requested 10% adjustment for when a non-high risk position was engaged in performing such duties. However it was part of the initial discussion that if possible when conducting the cost study the State could compare the adjustment with bringing the Fire Protection Specialist positions into parity with the rest of the States Fire Inspector positions and make them High Risk retirement instead. The Executive Branch did not bring this proposal back until January 5, 2018. And the response back did not even do a cost comparison and only stipulated sorry not

in the Governors Budget. Again this is unacceptable as this does not show any justification in not granting the request or any means for active discussions. Especially waiting till this late to respond when this was presented October 26, 2017. We are open to negotiating on this and coming to a meaningful result but this has got to have proper actions taken on behalf of the Executive Branch to start actually negotiating in good faith. Legislative Leaders please take note and help us bring good faith negotiations to the table.

Article 25 Wages Section 2 Competitive Pay Adjustments was presented with an initial request of an \$10,000 base rate of pay adjustment for our members in the Department of Agriculture in concurrence with the LBR request from the Department of Agriculture Administration. We have been working diligently with the Administration of the Department of Agriculture to better address the exceedingly high turnover rate and inability of the Agency to offer competitive salaries with Local Agencies, other State Agencies, and Federal Agencies. The continued loss of trained and experienced staff has left the Agency with less experienced crews, unable to fill vacant positions, and ability to provide safe effective operations. This past years wildfire season was a very stark eye opener for the Agency given the amount of activity to include the multiple burn-overs which resulted in loss of equipment and thank fully only minor injuries to staff. The Administration of the Department of Agriculture has come to realize that unless we can bring the positions for this Agency to at least parity with other agencies we will continue to remain with UN-filled vacancies and continued loss of experienced staff.

For the other members of the Florida State Fire Service Association, Agency for Health Care Administration, Department of Children & Families, Department of Financial Services, and Department of Military Affairs, it was requested an 5% increase to the base rate of pay. These Agencies over the last several years have remained without ANY increases to their salaries while the Executive Branch has chosen to only acknowledge and address one specific Agency.

We also proposed an 1.5% increase to the base rate of pay for every 5 years of continued service for those of our Agency members whom have remained vigilant and loyal to serve this great state while the economy was tough. These members have received no adjustments to their salaries and yet new employees are being brought in to fill vacancies, to which they must train, and receive higher salaries. No competitive pay adjustments have been performed or any means provided for these loyal employees have weathered the economic storm and provided faithful service to this state and its citizens to only be kept back and train newer higher earning employees.

The Executive Branch counter proposal to our request was to support a 10% increase to the base rate of pay for only the Department of Agriculture positions. Again the Executive Branch removed any and all acknowledgment for the other Agencies or to even discuss these positions. The Florida State Fire Service Association is a group of 5 State Agencies representing a total of 12 Job Class positions. The continued actions by the Executive Branch in ignoring the other Job Class positions is deplorable.

The Florida State Fire Service Association returned a counter proposal, explaining that the continued refusal of the Executive Branch to acknowledge the other job classes is not good faith bargaining. In order to better delineate the proposed requests and to start the process of acknowledging the job class positions within the Florida State Fire Service Association the removal of all references to Agencies was provided. The request acknowledges the Executive Branches offer of 10% to the base rate of pay to the Job Classes of Forest Ranger, Senior Forest Ranger, Multi-Engine Reciprocal Aircraft Pilot, Single-Engine Reciprocal Aircraft Pilot, and Firefighter Rotorcraft Pilot. As we highly request the Legislature grant the requested LBR from the Department of Agriculture for the realized need to bring

the salaries for this Agency into parody to stave off the continued losses, we must also realize that given the funding priorities being faced by the Legislature this coming year that at minimum with the support of the Executive Branch the support of a 10% base rate increase can be a stepping stone to start that process. The acceptance of the supported increase however was resubmitted with the removal of the reference to any one specific agency and shall be provided to the job class positions. Along with the acceptance of the provided language for 10% the language was again presented for the other Job Class positions covered by our Association for a minimum 5% increase. Again these job Class positions have received no other increases over multiple years to include the loss of the Legislatures granted, yet was line vetoed by the Executive Branch and is currently still in legal proceedings, increase to all bargaining unit positions a couple of years ago. We ask that the Legislature please acknowledge that ALL of our members in the multitude of job class positions we represent are more than deserving of an increase for their continued service to this State.

Article 25 Wages Section 5 Performance Pay was presented along with the last counter proposal by the Florida State Fire Service Association with a minor language change (In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency shall authorize merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.). The reason for this request is multiple Agencies are not providing this to our membership. The language change from to grant to shall is to bring this Article provision into the performance evaluation process and provide EQUAL opportunity to our members, as is being awarded to other agency employees, for the ability to gain an pay increase for exemplary service to the State since there is no provision for cost of living adjustments and the Agencies.

As always I thank you for the ability for us to address our concerns and reasoning for you to support our impasse issues. I am available anytime to discuss any questions that you may have and willing to have active discussions. The desire of the Executive Leadership for the Florida State Fire Service Association is to always remain open for good faith bargaining which must have active and continued communication.

Thank you,
Michael T Brennan
Florida State Fire Service Association
IAFF Local S-20
President
admin@iafflocals20.com
(352)220-7825

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2018-19 except as follows:

The Spouse Program providing for premiums of \$15 per month for each spouse participating in the State Employees Group Health Insurance Plan will change to \$90 per month for each spouse for the Standard Health Plan and \$32.15 per month for each spouse for the High Deductible Health Plan, effective January 1, 2019.

SECTION 2 – Employee Assistance Program

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

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

SECTION 3 – Death In-Line-Of Duty Benefits

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

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

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

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

SECTION 3 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

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

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

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

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

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

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

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

(3) Team sports are prohibited.

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

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

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

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

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

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

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

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

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

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

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

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

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael T. Brennan
President and Chief Negotiator

Date

Article 23

HOURS OF WORK AND OVERTIME

SECTION 1 – 5 FSFSA proposes Status Quo

SECTION 6 – People First Time/Leave Tracking

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

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

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

SECTION 7 – Hazard/Physical Hardship Duty Pay Additive

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

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

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

SECTION 2 – Competitive Pay Adjustments

In accordance with the authority provided in the Governor’s recommendations for Section 8 of the General Appropriations Act, effective July 1, 2018, the Department of Agriculture and Consumer ServicesState of Florida shall grant competitive pay adjustments of ten percent to the June 30, 2018 base rate of pay of all employees filling a position in the following classes:

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

Effective July 1, 2018, the State of Florida shall grant competitive pay adjustments of five percent to the June 30, 2018 base rate of pay of all employees filling a position in the following classes:

1. Fire Protection Specialist (Code 8804)
2. Field Representative Supervisor (Code 1366)
3. Field Representative (Code1360)
4. Fire College Instructor Supervisor (Code 1364)
5. Fire College Instructor (Code 1362)
6. Fire Fighter Supervisor (Code 6412)
7. Fire Fighter (Code 6411)

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For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

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

In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

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

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SECTION 6– Competitive Area Differential

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

SECTION 7 – Discretionary Competitive Pay Adjustments

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael T. Brennan
President and Chief Negotiator

Date

Date

In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

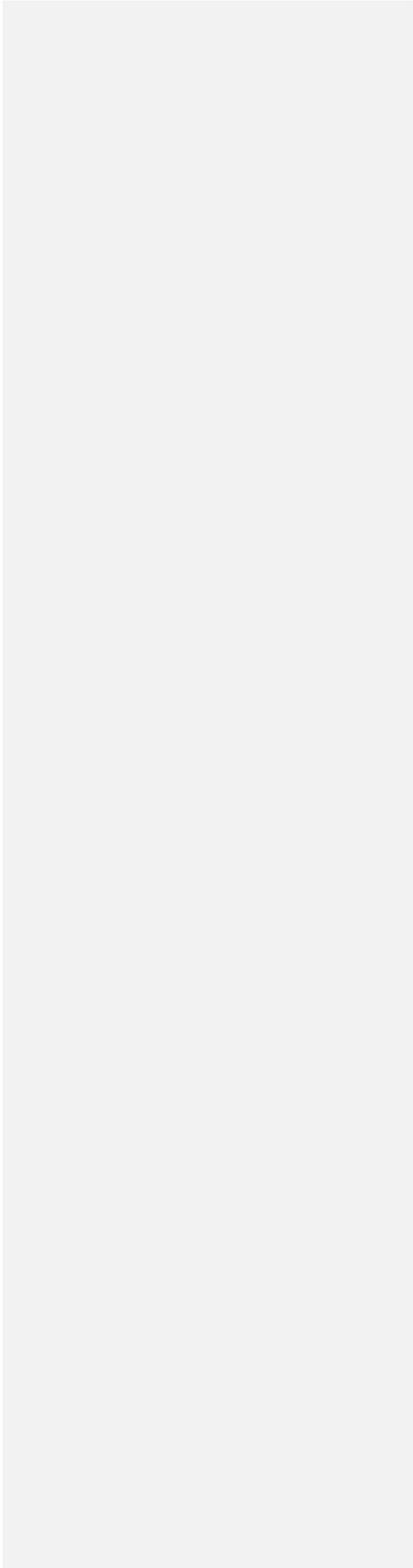
Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Michael T. Brennan
President and Chief Negotiator

Date



**The Florida State Fire Service Association - CBU 11 Wage Proposals
Fiscal Year 2018-2019**

Union/Issue	Estimated Cost	Comments
Article 23, Section 6: Proposes that unit members will utilize PeopleFirst to document hours worked.	Indeterminate	
Article 23, Section 7: Proposes that when hazardous situations or physical hardships exist, non-high risk bargaining unit members will receive an hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties.	\$383,079	Utilized positions downloaded from the PeopleFirst system for CBU 11 as of October 12, 2017. Excluded any positions with high risk retirement codes (HB, HJ, PB, PJ, UB/CB) and applied a 10% increase to the salary rate after the pay increases from Article 25 were calculated. Because it is not possible to determine how frequently unit members perform duties where hazardous situations or physical hardships exist, it is assumed that they are performed 100% of the time. The increase was applied to 72 FTE. The amount includes retirement impacts.
Article 25, Section 2(A): Proposes that unit members within the Florida Forestry Service receive a \$10,000 increase effective July 1, 2018.	\$6.8M	Utilized positions downloaded from the PeopleFirst system for CBU 11 as of October 12, 2017. Isolated only those positions in the Florida Forest Service budget entity within the Department of Agriculture and Consumer Services (42110400). Applied a \$10,000 increase to the salary rate for all 524 FTE. The amount includes retirement impacts.
Article 25, Section 2(B): Proposes that unit members employed by the Department of Financial Services, Department of Children and Families, Department of Military Affairs, and the Agency for Health Care Administration shall receive a minimum 5% increase effective July 1, 2018.	\$222,338	Utilized positions downloaded from the PeopleFirst system for CBU 11 as of October 12, 2017. Isolated only those positions in DFS, DCF, DMA, and ACHA. Applied a 5% increase to the salary rate for 97 FTE. The amount includes retirement impacts.
Article 25, Section 2(C): Proposes that unit members will receive a 1.5% increase, effective July 1, 2018, for every 5 years of service in a collective bargaining position.	\$704,017	Utilized positions downloaded from the PeopleFirst system for CBU 11 as of October 12, 2017. Calculated the number of years between July 1, 2018 and the Continuous Service Date in PeopleFirst (this is the date the employee has been continuously employed in a regular position without a break in service). Applied a 1.5% increase for every 5 years to the rate after the increases in Section 2(A) and 2(B). The following percentages were used: 5-9 years = 1.5%, 10-14 years = 3%, 15-19 years = 4.5%, 20-24 years = 6%, 25-29 years = 7.5% and 30-34 years = 9%. A total of 330 FTE were included (the remainder were either vacant or employed less than 5 years) and the amount includes retirement impacts.

PBA - Impasse
LEO State Units



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 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. As is normal, the most important of these 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 major portion of the negotiations focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers. Also, the officers we represent are very concerned with any modifications in health insurance that will result in a substantial increase in employee health insurance premiums.

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) – Over the past three years, DMS, the Florida PBA and the Florida Legislature have spent a substantial amount of time considering the development of a comprehensive 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. During the time period, there appears to be consensus

recognition of the growing need for an appropriate adjustment in starting salaries of the State's law enforcement personnel, a similar adjustment for the State's veteran law enforcement personnel, and, significantly, the development of comprehensive recruitment and retention plans by the state law enforcement agencies.

Governor Scott, in his proposed 2018-2019 budget, has requested special funding for the establishment of individual recruitment and retention plans by each law enforcement agency. While the Florida PBA is generally supportive of such a proposal, it has proposed an acceleration of the plans' scheduled implementation dates, clear recognition of the need to negotiate such plans with the PBA, and, of equal importance, oversight and approval of the plans by the Florida Legislative. Finally, the PBA has suggested an alternative pay increase if an agency either elects not to advance a retention plan or a negotiated agreement on the plan cannot be reached.

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. While Governor Scott's budget proposal is a clear step in the right direction, the PBA believes it necessarily involves agency-by-agency negotiations with the PBA and specific approval of such plans by the legislature. The PBA is fully prepared to participate in this process.

Insurance Benefits (All Units – Article 27) -- As the Florida Legislature is 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. Elimination of the Spouse Program, if done without alternatives, could prove to be a financial hardship for many "state" families.

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

Performance Review (FHP and LEO Units – Article 14) The Florida PBA has also provided DMS with several articles that cover areas of concern, one of the more important of which is continuing problems with the state performance evaluation system it has encountered. This includes such issues as performance quotas being consistently relied upon by supervisors in the evaluation process, as well as

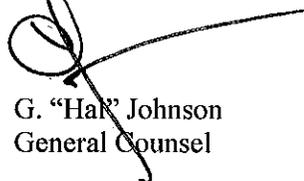
both administrative standards and procedures not being followed by supervisors performing such evaluations. The PBA's proposed modifications to Article 14 are designed to correct, in part, these problems and provide employees a fair opportunity to contest evaluations which are not prepared in accordance with the State administrative rules and agency policy.

Declared Emergency Overtime (All units – Article 18, Section 5 (B)) As the Florida Legislature is fully aware, the State's law enforcement agreements contain a provision calling for modification of overtime pay standards during declared emergencies such as hurricanes and other natural disasters. **This provision provides that "when funds are available" employees who are assigned to work during these emergencies will earn overtime pay based upon a "40 hour workweek." Despite the state's law enforcement personnel being required to work during this State's two recent hurricanes, DMS is proposing to eliminate this benefit in its entirety, describing it as difficult to administer and, in some limited instances, disadvantaging a small group of officers.**

The Florida PBA considers continuation of the benefit for the State's law enforcement personnel who are required to work long hours in hazard conditions to be an absolute must! It goes without saying that fully compensating officer's hours for working these emergencies is a matter of fundamental fairness to the officers and their families. This benefit should continue to be included in all state law enforcement agreements.

Thank you for your review 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 25 - Wages

This proposal is drafted in consideration of Governor Scott's Fiscal Year 2018-2019 Recommended General Appropriations Act and specifically that section denominated as Section 8(2) of Employee Compensation and Benefits, Special Pay issues.

The Florida PBA agrees that the State's law enforcement agencies should implement an individualized Recruitment and Retention Plan after negotiation of the terms of such plans with the PBA.

1. In determining the content of R&R plans, the Florida PBA proposes a more aggressive timeline than that suggested by Governor Scott and DMS. It is the PBA's position agency draft recruitment and retention plans should be presented to the Office of the Governor, DMS and the Association, no later than January 17, 2018.
2. The PBA proposes a alternate pay raise for FY 2018-2019 which includes the following components for agencies that do not propose an approved R&R plan which includes:

The raise shall provide a base salary pay adjustment for bargaining unit members of a minimum of seven percent (7%) for members employed as of June 30, 2018 to be effective July 1, 2018.

The raise provide for a base salary pay adjustment of a minimum of three percent (3%) for members with ten or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.

3. If the agency plan or intent is to provide for an adjustment in the minimum starting salary of a classification, it shall also provide a wage adjustment for current bargaining unit members in order to address compression issues which may result from the increase in the starting salary. Both DMS and PBA recognize salary compression is a major issue which needs to be fully addressed in the development of a R&R plan.



**Florida PBA Reopener Proposals
Contract Year 2018-2019
FHP, LEO and SA Bargaining Units
December 11, 2017**

4. The PBA and DMS agree to set aside the time necessary to complete negotiations in a fair and reasonable fashion. Once negotiations of an agency recruitment and retention plan is complete the Florida Legislature shall be provided a copy of the plan for its consideration.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 14 – Performance Review

The Florida PBA proposes the revisions attached as Exhibit 1

Article 18 – Hours of Work and Overtime

The Florida PBA proposes inclusion of the new Section 11, attached as Exhibit 2.

Article 25 – Wages

- The Florida PBA proposes: Pending discussion and determination of whether or not the wage negotiations will be handled via a “universal” wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 14 – Performance Review

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Article 18 – Hours of Work and Overtime

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Article 25 – Wages

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Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 23 – Hours of Work and Overtime

The Florida PBA proposes inclusion of the new Section 6, attached as Exhibit 2.

Article 25 – Wages

- The Florida PBA proposes: Pending discussion and determination of whether or not the wage negotiations will be handled via a “universal” proposal or, alternatively, handled on an agency-specific basis.
- The Florida PBA proposes: Employees assigned to Agency SWAT program receive a five percent (5%) pay additive for assignment to the position.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.

Article 14
PERFORMANCE REVIEW

SECTION 1 – Performance Reviews

(A) Performance reviews of employees shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System and the terms of each agency's performance evaluation policy.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Numerical arrest, citation or violation quotas will not be used as ~~the primary a~~ factor in reviewing employees' performance.

(D) The state will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) An overall performance evaluation of below expectations or unacceptable shall be grievable if it is alleged of the evaluation violates Section 1 or Section 2 of the article. ~~Otherwise, Performance–performance~~ evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

SECTION 2 – Agency Performance Reviews

The state agrees that each agency's performance review system for employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 – Recruit Evaluation

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

EXHIBIT

E-1

***New Section 11 – Compulsory Disability Leave**

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

***New Section 6 for Special Agent**

EXHIBIT

E-2



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 Lottery

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 relating to its law enforcement bargaining unit represented by the Florida PBA: The proposals are directed to the specific article and section of the contract sought to be modified by the Association. The proposal is largely drawn the Governor Scott's 2018-2019 budget proposal which incorporates a special pay proposal for all State law enforcement officers.

As an examination of the impasse letter from the Florida Lottery indicates, the Florida Lottery and the PBA are at impasse over two issues: wages and insurance benefits. It is fair to state the Florida PBA has spent a major portion of the negotiations with the State focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers. Also, the officers we represent are very concerned with any modifications in health insurance that will result in a substantial increase in employee health insurance premiums.

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.

IMPASSE ISSUES

Wages (Article 22) – Over the past three years, DMS, the Florida PBA and the Florida Legislature have spent a substantial amount of time considering the development of a comprehensive 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. During this time period, there appears to be consensus recognition of the growing need for an appropriate adjustment in starting salaries of the State's law enforcement personnel, a similar adjustment for the State's veteran law enforcement personnel and, significantly, the development of comprehensive recruitment and retention plans by the state law enforcement agencies.

Governor Scott, in his proposed budget, requested special funding for the establishment of individual recruitment and retention plans. While the Florida PBA is generally supportive of such plans, it has proposed an acceleration of the plans' scheduled implementation, clear recognition of the need to negotiate such plans with the PBA, and, of equal importance, oversight and approval of the plan by the Florida Legislative. Finally, the PBA has suggested an alternative pay increase if an agency either elects not to advance a retention plan or a negotiated agreement on the plan cannot be reached.

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. While Governor Scott's budget proposal is a clear step in the right direction, the PBA believes it necessarily involves negotiations with the PBA and specific approval of such plans by the legislature.

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. Elimination of the Spouse Program, if done without alternatives, will prove to be a financial hardship for many "state" families.

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
January 8, 2018
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,



G. "Hal" Johnson
General Counsel

And

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, Lottery Chief Negotiator
Matt Puckett, PBA Executive Director



The Voice of Law Enforcement

Article 22 - Wages

This proposal is drafted in consideration of Governor Scott's Fiscal Year 2018-2019 Recommended General Appropriations Act and specifically that section denominated as Section 8(2) of Employee Compensation and Benefits, Special Pay issues.

The Florida PBA agrees that the State's law enforcement agencies, including the Florida Lottery should implement an individualized Recruitment and Retention Plan after negotiation of the terms of such plans with the PBA.

1. In determining the content of R&R plans, the Florida PBA proposes a more aggressive timeline than that suggested by Governor Scott and DMS. It is the PBA's position agency draft recruitment and retention plans should be presented to the Office of the Governor, DMS and the Association, no later than January 17, 2018.
2. The PBA proposes a alternate pay raise for FY 2018-2019 which includes the following components for the Florida Lottery if it does not propose an approved R&R plan which includes:

The raise shall provide a base salary pay adjustment for bargaining unit members of a minimum of seven percent (7%) for members employed as of June 30, 2018 to be effective July 1, 2018.

The raise provide for a base salary pay adjustment of a minimum of three percent (3%) for members with ten or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.

3. If the Lottery's plan or intent is to provide for an adjustment in the minimum starting salary of a classification, it shall also provide a wage adjustment for current bargaining unit members in order to address compression issues which may result from the increase in the starting salary. Both Lottery and PBA recognize salary compression is a major issue which needs to be fully addressed in the development of a R&R plan.

**Florida PBA Reopener Proposals
Contract Year 2018-2019
Lottery Bargaining Unit**

4. The PBA and Lottery agree to set aside the time necessary to complete negotiations in a fair and reasonable fashion. Once negotiations of an agency recruitment and retention plan is complete the Florida Legislature shall be provided a copy of the plan for its consideration.

Article 24 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 Lottery

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 relating to its law enforcement bargaining unit represented by the Florida PBA: The proposals are directed to the specific article and section of the contract sought to be modified by the Association. The proposal is largely drawn the Governor Scott's 2018-2019 budget proposal which incorporates a special pay proposal for all State law enforcement officers.

As an examination of the impasse letter from the Florida Lottery indicates, the Florida Lottery and the PBA are at impasse over two issues: wages and insurance benefits. It is fair to state the Florida PBA has spent a major portion of the negotiations with the State focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers. Also, the officers we represent are very concerned with any modifications in health insurance that will result in a substantial increase in employee health insurance premiums.

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.

IMPASSE ISSUES

Wages (Article 22) – Over the past three years, DMS, the Florida PBA and the Florida Legislature have spent a substantial amount of time considering the development of a comprehensive 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. During this time period, there appears to be consensus recognition of the growing need for an appropriate adjustment in starting salaries of the State's law enforcement personnel, a similar adjustment for the State's veteran law enforcement personnel and, significantly, the development of comprehensive recruitment and retention plans by the state law enforcement agencies.

Governor Scott, in his proposed budget, requested special funding for the establishment of individual recruitment and retention plans. While the Florida PBA is generally supportive of such plans, it has proposed an acceleration of the plans' scheduled implementation, clear recognition of the need to negotiate such plans with the PBA, and, of equal importance, oversight and approval of the plan by the Florida Legislative. Finally, the PBA has suggested an alternative pay increase if an agency either elects not to advance a retention plan or a negotiated agreement on the plan cannot be reached.

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. While Governor Scott's budget proposal is a clear step in the right direction, the PBA believes it necessarily involves negotiations with the PBA and specific approval of such plans by the legislature.

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. Elimination of the Spouse Program, if done without alternatives, will prove to be a financial hardship for many "state" families.

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
January 8, 2018
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,



G. "Hal" Johnson
General Counsel

And

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, Lottery Chief Negotiator
Matt Puckett, PBA Executive Director



The Voice of Law Enforcement

Article 22 - Wages

This proposal is drafted in consideration of Governor Scott's Fiscal Year 2018-2019 Recommended General Appropriations Act and specifically that section denominated as Section 8(2) of Employee Compensation and Benefits, Special Pay issues.

The Florida PBA agrees that the State's law enforcement agencies, including the Florida Lottery should implement an individualized Recruitment and Retention Plan after negotiation of the terms of such plans with the PBA.

1. In determining the content of R&R plans, the Florida PBA proposes a more aggressive timeline than that suggested by Governor Scott and DMS. It is the PBA's position agency draft recruitment and retention plans should be presented to the Office of the Governor, DMS and the Association, no later than January 17, 2018.
2. The PBA proposes a alternate pay raise for FY 2018-2019 which includes the following components for the Florida Lottery if it does not propose an approved R&R plan which includes:

The raise shall provide a base salary pay adjustment for bargaining unit members of a minimum of seven percent (7%) for members employed as of June 30, 2018 to be effective July 1, 2018.

The raise provide for a base salary pay adjustment of a minimum of three percent (3%) for members with ten or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.

3. If the Lottery's plan or intent is to provide for an adjustment in the minimum starting salary of a classification, it shall also provide a wage adjustment for current bargaining unit members in order to address compression issues which may result from the increase in the starting salary. Both Lottery and PBA recognize salary compression is a major issue which needs to be fully addressed in the development of a R&R plan.

**Florida PBA Reopener Proposals
Contract Year 2018-2019
Lottery Bargaining Unit**

4. The PBA and Lottery agree to set aside the time necessary to complete negotiations in a fair and reasonable fashion. Once negotiations of an agency recruitment and retention plan is complete the Florida Legislature shall be provided a copy of the plan for its consideration.

Article 24 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 economic issues, the most important of which are wages and insurance benefits. **While the Florida Legislature provided the correctional officers a substantial wage increase in 2017, the Florida PBA is very concerned that the failure to provide the members of the security services unit another wage increase, will harm the Florida Department of Corrections (DC) continuing efforts to recruit and retain qualified 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 discussing the development of a wage proposal and various pay additives designed to increase the ability of the State to recruit highly qualified correctional

personnel as well as retain its currently employed veteran officers. No consensus on a wage proposal could be reached and, in fact, DMS did not offer a wage proposal at all.

In contrast, the Florida PBA wage proposal reflects a straight forward approach to deal with DC's continuing recruitment and retention issues which continue to exist. It provides for fair and competitive increase in the base salaries of all correctional personnel and institutional security services classifications. Significantly, it provides a special retention pay adjustment for personnel in the correctional probation class series (individuals who did not receive last year's competitive pay adjustment.)

The Florida PBA proposal reflects a consistent effort to solve DC's problem with the recruitment and retention of the State's correctional 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 State's employees.

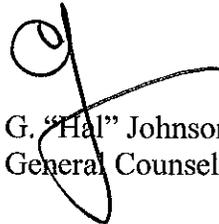
The Florida PBA's proposal maintains the current level of premium costs for the State's law enforcement personnel, commonly termed the "status quo". The Association believes its "status quo" approach is warranted until the Florida Legislature develops and implements new health insurance alternatives.

OTHER ISSUES (Article 23 - Overtime) - The Florida PBA has provided DMS with several additional 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 focus on overtime issues relating the officers who take on additional work duties for DC, such as serving as an instructor or performing extra duties.

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."

Thank you for your review of the Florida PBA's bargaining proposals. We ask again that you please give serious consideration to granting your correctional 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 the security services unit members.

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
James Baiardi, SCO Chapter Trustee



**Florida PBA Reopener Proposals
Contract Year 2018-2019
Security Services Bargaining Unit
September 27, 2017**

The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 7 – Discipline and Discharge

The Florida PBA proposes:

- 1) Section 1(D)(2) relating to the use of special compensatory leave amended to provide that an employee who receives a disciplinary suspension shall have the discretion to use special compensatory or annual leave in the amount of 96 hours or less in lieu of the employee serving the suspension;
- 2) Provide a probationary employee with the opportunity for a name-clearing hearing before the appropriate warden or circuit administrator.

Article 23 – Hours of Work and Overtime

The Florida PBA proposes:

- 1) Article 23, Section 1 (C) be amended to include language similar to language found in Article 18, Section 5(B) of the law enforcement agreements (See attached language). (Such language provides that when “an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area ... shall be subject to a 40 hour workweek while so assigned.”);
- 2) Correctional probation officer classifications assigned to excessive caseloads, temporarily assigned to another officer’s caseload, performing instructor duties or working electronic monitoring call-outs shall not have their hours flexed for this purposes of avoiding payment of overtime.

**Florida PBA Reopener Proposals
Contract Year 2018-2019
Security Services Bargaining Unit
September 27, 2017**

- 3) Amend Section 2(E) to exclude correctional probation senior officer and specialist.

Article 25 – Wages

The Florida PBA proposes:

- 1) that all eligible employees in the bargaining unit shall receive a competitive pay increase of three percent (3%) in their base rate of pay effective July 1, 2018;
- 2) officers with five (5) years of service shall receive an additional two percent (2%) in their base rate of pay effective October 1, 2018;
- 3) all bargaining unit employees in the correctional probation class series shall have their base rate of pay adjusted by an additional \$2500 effective October 1, 2018;
- 4) all bargaining unit employees assigned duties as an instructor or confinement officer shall receive a pay additive of five percent (5%) when performing such duties;
- 5) all promotional pay adjustments for bargaining unit employees shall be a minimum of ten percent (10%);
- 6) all bargaining unit employees with advanced criminal justice-related degrees (master or doctorate) shall receive a salary incentive in the amount of \$100 per month.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.

SECTION 4 – Rest Periods

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

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

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

SECTION 5 – Overtime

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

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

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

SECTION 6 – FLSA Compensatory Leave

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any

**Florida PBA Reopener Proposals
Contract Year 2018-2019
Security Services Bargaining Unit
November 30, 2017**

**AMENDMENT TO FLORIDA PBA REOPENER PROPOSALS (9/27/17)
SECURITY SERVICES UNIT**

Article 23 - Hours of Work and Overtime

The Florida PBA proposes:

Article 23, Section 5 be amended to provide: Correctional captains and lieutenants shall receive premium pay at the rate of time-and-one half (1½) their base hourly rate of pay for all hours worked in excess of 240 hours of regular compensatory time.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 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. As is normal, the most important of these 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 major portion of the negotiations focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers. Also, the officers we represent are very concerned with any modifications in health insurance that will result in a substantial increase in employee health insurance premiums.

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) – Over the past three years, DMS, the Florida PBA and the Florida Legislature have spent a substantial amount of time considering the development of a comprehensive 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. During the time period, there appears to be consensus

recognition of the growing need for an appropriate adjustment in starting salaries of the State's law enforcement personnel, a similar adjustment for the State's veteran law enforcement personnel, and, significantly, the development of comprehensive recruitment and retention plans by the state law enforcement agencies.

Governor Scott, in his proposed 2018-2019 budget, has requested special funding for the establishment of individual recruitment and retention plans by each law enforcement agency. While the Florida PBA is generally supportive of such a proposal, it has proposed an acceleration of the plans' scheduled implementation dates, clear recognition of the need to negotiate such plans with the PBA, and, of equal importance, oversight and approval of the plans by the Florida Legislative. Finally, the PBA has suggested an alternative pay increase if an agency either elects not to advance a retention plan or a negotiated agreement on the plan cannot be reached.

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. While Governor Scott's budget proposal is a clear step in the right direction, the PBA believes it necessarily involves agency-by-agency negotiations with the PBA and specific approval of such plans by the legislature. The PBA is fully prepared to participate in this process.

Insurance Benefits (All Units – Article 27) -- As the Florida Legislature is 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. Elimination of the Spouse Program, if done without alternatives, could prove to be a financial hardship for many "state" families.

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

Performance Review (FHP and LEO Units – Article 14) The Florida PBA has also provided DMS with several articles that cover areas of concern, one of the more important of which is continuing problems with the state performance evaluation system it has encountered. This includes such issues as performance quotas being consistently relied upon by supervisors in the evaluation process, as well as

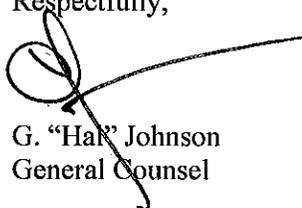
both administrative standards and procedures not being followed by supervisors performing such evaluations. The PBA's proposed modifications to Article 14 are designed to correct, in part, these problems and provide employees a fair opportunity to contest evaluations which are not prepared in accordance with the State administrative rules and agency policy.

Declared Emergency Overtime (All units – Article 18, Section 5 (B)) As the Florida Legislature is fully aware, the State's law enforcement agreements contain a provision calling for modification of overtime pay standards during declared emergencies such as hurricanes and other natural disasters. **This provision provides that "when funds are available" employees who are assigned to work during these emergencies will earn overtime pay based upon a "40 hour workweek." Despite the state's law enforcement personnel being required to work during this State's two recent hurricanes, DMS is proposing to eliminate this benefit in its entirety, describing it as difficult to administer and, in some limited instances, disadvantaging a small group of officers.**

The Florida PBA considers continuation of the benefit for the State's law enforcement personnel who are required to work long hours in hazard conditions to be an absolute must! It goes without saying that fully compensating officer's hours for working these emergencies is a matter of fundamental fairness to the officers and their families. This benefit should continue to be included in all state law enforcement agreements.

Thank you for your review 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 25 - Wages

This proposal is drafted in consideration of Governor Scott's Fiscal Year 2018-2019 Recommended General Appropriations Act and specifically that section denominated as Section 8(2) of Employee Compensation and Benefits, Special Pay issues.

The Florida PBA agrees that the State's law enforcement agencies should implement an individualized Recruitment and Retention Plan after negotiation of the terms of such plans with the PBA.

1. In determining the content of R&R plans, the Florida PBA proposes a more aggressive timeline than that suggested by Governor Scott and DMS. It is the PBA's position agency draft recruitment and retention plans should be presented to the Office of the Governor, DMS and the Association, no later than January 17, 2018.
2. The PBA proposes a alternate pay raise for FY 2018-2019 which includes the following components for agencies that do not propose an approved R&R plan which includes:

The raise shall provide a base salary pay adjustment for bargaining unit members of a minimum of seven percent (7%) for members employed as of June 30, 2018 to be effective July 1, 2018.

The raise provide for a base salary pay adjustment of a minimum of three percent (3%) for members with ten or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.

3. If the agency plan or intent is to provide for an adjustment in the minimum starting salary of a classification, it shall also provide a wage adjustment for current bargaining unit members in order to address compression issues which may result from the increase in the starting salary. Both DMS and PBA recognize salary compression is a major issue which needs to be fully addressed in the development of a R&R plan.



**Florida PBA Reopener Proposals
Contract Year 2018-2019
FHP, LEO and SA Bargaining Units
December 11, 2017**

4. The PBA and DMS agree to set aside the time necessary to complete negotiations in a fair and reasonable fashion. Once negotiations of an agency recruitment and retention plan is complete the Florida Legislature shall be provided a copy of the plan for its consideration.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 14 – Performance Review

The Florida PBA proposes the revisions attached as Exhibit 1

Article 18 – Hours of Work and Overtime

The Florida PBA proposes inclusion of the new Section 11, attached as Exhibit 2.

Article 25 – Wages

- The Florida PBA proposes: Pending discussion and determination of whether or not the wage negotiations will be handled via a “universal” wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 14 – Performance Review

The Florida PBA proposes the revisions attached as Exhibit 1

Article 18 – Hours of Work and Overtime

The Florida PBA proposes inclusion of the new Section 11, attached as Exhibit 2.

Article 25 – Wages

- The Florida PBA proposes: Pending discussion and determination of whether or not the wage negotiations will be handled via a “universal” wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.



The following collective bargaining provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions will be made at a later date. These proposals are drawn to the pending 2017-2020 collective bargaining agreement.

Article 23 – Hours of Work and Overtime

The Florida PBA proposes inclusion of the new Section 6, attached as Exhibit 2.

Article 25 – Wages

- The Florida PBA proposes: Pending discussion and determination of whether or not the wage negotiations will be handled via a “universal” proposal or, alternatively, handled on an agency-specific basis.
- The Florida PBA proposes: Employees assigned to Agency SWAT program receive a five percent (5%) pay additive for assignment to the position.

Article 27 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.

Article 14
PERFORMANCE REVIEW

SECTION 1 – Performance Reviews

(A) Performance reviews of employees shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System and the terms of each agency's performance evaluation policy.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) Numerical arrest, citation or violation quotas will not be used as ~~the primary a~~ factor in reviewing employees' performance.

(D) The state will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) An overall performance evaluation of below expectations or unacceptable shall be grievable if it is alleged of the evaluation violates Section 1 or Section 2 of the article. ~~Otherwise, Performance–performance~~ evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

SECTION 2 – Agency Performance Reviews

The state agrees that each agency's performance review system for employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 – Recruit Evaluation

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

EXHIBIT

E-1

***New Section 11 – Compulsory Disability Leave**

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

***New Section 6 for Special Agent**

EXHIBIT

E-2



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 9, 2018

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 Lottery

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 relating to its law enforcement bargaining unit represented by the Florida PBA: The proposals are directed to the specific article and section of the contract sought to be modified by the Association. The proposal is largely drawn the Governor Scott's 2018-2019 budget proposal which incorporates a special pay proposal for all State law enforcement officers.

As an examination of the impasse letter from the Florida Lottery indicates, the Florida Lottery and the PBA are at impasse over two issues: wages and insurance benefits. It is fair to state the Florida PBA has spent a major portion of the negotiations with the State focused on a comprehensive wage plan which would permit the state to recruit and retain highly qualified law enforcement officers. Also, the officers we represent are very concerned with any modifications in health insurance that will result in a substantial increase in employee health insurance premiums.

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.

IMPASSE ISSUES

Wages (Article 22) – Over the past three years, DMS, the Florida PBA and the Florida Legislature have spent a substantial amount of time considering the development of a comprehensive 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. During this time period, there appears to be consensus recognition of the growing need for an appropriate adjustment in starting salaries of the State's law enforcement personnel, a similar adjustment for the State's veteran law enforcement personnel and, significantly, the development of comprehensive recruitment and retention plans by the state law enforcement agencies.

Governor Scott, in his proposed budget, requested special funding for the establishment of individual recruitment and retention plans. While the Florida PBA is generally supportive of such plans, it has proposed an acceleration of the plans' scheduled implementation, clear recognition of the need to negotiate such plans with the PBA, and, of equal importance, oversight and approval of the plan by the Florida Legislative. Finally, the PBA has suggested an alternative pay increase if an agency either elects not to advance a retention plan or a negotiated agreement on the plan cannot be reached.

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. While Governor Scott's budget proposal is a clear step in the right direction, the PBA believes it necessarily involves negotiations with the PBA and specific approval of such plans by the legislature.

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. Elimination of the Spouse Program, if done without alternatives, will prove to be a financial hardship for many "state" families.

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
January 8, 2018
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,



G. "Hal" Johnson
General Counsel

And

Matt Puckett
Executive Director

GHJ/dlt

Encl(s)

c: Michael Mattimore, Lottery Chief Negotiator
Matt Puckett, PBA Executive Director



The Voice of Law Enforcement

Article 22 - Wages

This proposal is drafted in consideration of Governor Scott's Fiscal Year 2018-2019 Recommended General Appropriations Act and specifically that section denominated as Section 8(2) of Employee Compensation and Benefits, Special Pay issues.

The Florida PBA agrees that the State's law enforcement agencies, including the Florida Lottery should implement an individualized Recruitment and Retention Plan after negotiation of the terms of such plans with the PBA.

1. In determining the content of R&R plans, the Florida PBA proposes a more aggressive timeline than that suggested by Governor Scott and DMS. It is the PBA's position agency draft recruitment and retention plans should be presented to the Office of the Governor, DMS and the Association, no later than January 17, 2018.
2. The PBA proposes a alternate pay raise for FY 2018-2019 which includes the following components for the Florida Lottery if it does not propose an approved R&R plan which includes:

The raise shall provide a base salary pay adjustment for bargaining unit members of a minimum of seven percent (7%) for members employed as of June 30, 2018 to be effective July 1, 2018.

The raise provide for a base salary pay adjustment of a minimum of three percent (3%) for members with ten or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.

3. If the Lottery's plan or intent is to provide for an adjustment in the minimum starting salary of a classification, it shall also provide a wage adjustment for current bargaining unit members in order to address compression issues which may result from the increase in the starting salary. Both Lottery and PBA recognize salary compression is a major issue which needs to be fully addressed in the development of a R&R plan.

**Florida PBA Reopener Proposals
Contract Year 2018-2019
Lottery Bargaining Unit**

4. The PBA and Lottery agree to set aside the time necessary to complete negotiations in a fair and reasonable fashion. Once negotiations of an agency recruitment and retention plan is complete the Florida Legislature shall be provided a copy of the plan for its consideration.

Article 24 – Insurance

The Florida PBA proposes: Health insurance benefits and employee contributions shall remain unchanged for Fiscal Year 2018-2019.

*Law Offices of
Slesnick & Casey, LLP*

2701 PONCE DE LEON BOULEVARD

SUITE 200

Coral Gables, Florida 33134-6020

DONALD D. SLESNICK II
CERTIFIED IN LABOR & EMPLOYMENT LAW
CERTIFIED CIRCUIT COURT MEDIATOR
donslesnick@scllp.com

FAX (305) 448-5685
TEL (305) 448-5672

JAMES C. CASEY
FLORIDA SUPREME COURT
CERTIFIED CIRCUIT COURT MEDIATOR
jimcasey@scllp.com

January 9, 2018

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 (as always) has negotiated in good faith in order to obtain a fair and equitable collective bargaining agreement with the Governor, but has been unable to reach a resolution of several key issues.

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 natural disaster related trauma (e.g.: Hurricane Irma), the continuing public health threats of epidemics (such as AIDS and ZIKA) and OPOID abuse.

Most 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 seven years. Furthermore, it must be recognized that these employees are typical working-class wage earners who 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
January 9, 2018

Representative Charlie Stone
Co-Chair
Joint Select Committee on
Collective Bargaining
January 9, 2018

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

1. **Article 25 - Wages**

This bargaining unit has not had a real wage increase for the past seven years. Such a situation is unacceptable by any standards. The FNA current proposal is a 5% across-the-board salary increase in addition to a scaled wage increase (1% to 3%) on the employee's "anniversary date": the amount determined by years of service with the State. The Governor has responded with an offer of a "Performance Pay" increase and a "Discretionary Competitive Pay Adjustment". Neither of his proposals includes a specific amount of possible pay increase, and they are both (1) "discretionary" and (2) "contingent on the availability of funds". Thus, the Governor has, in effect, offered a wage increase for which the health care professionals can only expect 0%.

DMS has analyzed the FNA's compensation proposals. The State's estimation of the cost to implement for the approximately 3,000 persons in the bargaining unit is a total of \$13.5 million. That is an amount easily encompassed within the State's annual budget --- especially considering the needs of your health care professionals and the critical role they play in caring for challenged portions of Florida's citizenry and responding to natural (or man-made) disasters.

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 Hurricane Irma. (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.

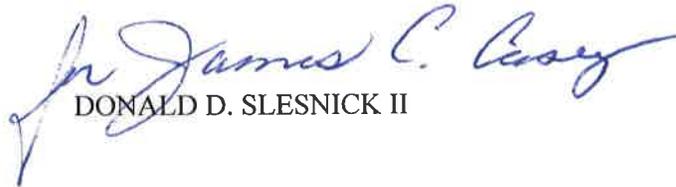
Senator Bobby Powell
Co-Chair
Joint Select Committee on
Collective Bargaining
January 9, 2018

Representative Charlie Stone
Co-Chair
Joint Select Committee on
Collective Bargaining
January 9, 2018

As the legislature begins its 2018 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
Tamra Redig, Government Oversight/Accountability Committee, Redig.Tamra@flsenate.gov