



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

Senator Powell, Alternating Chair  
Representative Stone, Alternating Chair

## **Meeting Packet**

**Materials Submitted by:**

**Department of Management Services**

Friday, January 12, 2018  
8:00—10:00 a.m.

Pat Thomas Committee Room, 412 Knott Building



Rick Scott, Governor

Erin Rock, Secretary

January 8, 2018

The Florida Legislature  
Joint Select Committee on Collective Bargaining  
525 Knott Building  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2018-2019 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Committee on Collective Bargaining in its January 2, 2018, notice of a public hearing scheduled for January 12, 2018. The materials include an overview of the 13 collective bargaining units comprised of State Personnel System employees and represented by six bargaining agents, the state's notice of impasse to the Florida Legislature, status sheets detailing those contract articles currently at impasse, the most recent state and union proposals for each contract article at impasse, and the state's costing of the union proposals.

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

Respectfully submitted,



Michael Mattimore  
Chief Labor Negotiator

MM/jlp

Enclosures

cc: Meredith Sasso, Deputy General Counsel, Executive Office of the Governor  
Renee Tondee, Deputy Director, Office of Policy and Budget  
Michael Milnes, Deputy Coordinator, General Government Unit, Executive Office of the Governor  
Erin Rock, Secretary, Department of Management Services  
Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
Meredith Stanfield, Director of Legislative Affairs, Department of Management Services  
Collective Bargaining Agent Representatives



## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

**(Statistics for Represented Employees and Dues-Paying Members as of December 26, 2017)**

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

The Master Contract covers four bargaining units:

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

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

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

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

Includes 47,869 represented employees; 1,549 dues-paying members.

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

Includes 131 physicians and senior physicians in the Selected Exempt Service; 15 dues-paying members. The Agency for Persons with Disabilities, and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice employ members of this unit.

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

Includes 1,156 non-professional supervisory employees in the Selected Exempt Service; 11 dues-paying members. All state agencies except the Florida Commission on Offender Review employ members of this unit.

## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

(Statistics for Represented Employees and Dues-Paying Members as of December 26, 2017)

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

Includes 741 attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar; 7 dues-paying members. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

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

Includes 2,848 professional Career Service employees engaged in direct health care activities; 202 dues-paying members. The Agency for Health Care Administration, the Agency for Persons with Disabilities, and the Departments of Business and Professional Regulation, Corrections, Children and Families, Elder Affairs, Financial Services, Health, Juvenile Justice, Military Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

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

Includes 580 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 176 dues-paying members. The Agency for Health Care Administration and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs employ members of this unit.

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

Includes 1,197 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 451 dues-paying members. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Financial Services, Law Enforcement, Legal Affairs, the School for the Deaf and Blind, and the Fish & Wildlife Conservation Commission employ members in this unit.

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

Includes 1,628 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 818 dues-paying members.

## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

**(Statistics for Represented Employees and Dues-Paying Members as of December 26, 2017)**

### **Police Benevolent Association – Special Agent Unit**

Includes 292 Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement, whose primary duties involve conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including the investigation of other law enforcement officers; 175 dues-paying members.

### **Police Benevolent Association – Security Services Unit**

Includes 17,562 Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance, and control of assigned probationers and parolees; 3,811 dues-paying members (The Public Employees Relations Commission certified the Police Benevolent Association to represent the Security Services Unit on December 16, 2016; it was previously represented by Teamsters Local Union No. 2011.). The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.

**Declaration of  
Statutory Impasse**



FLORIDA DEPARTMENT of

**management  
SERVICES**

We serve those who serve Florida

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

Rick Scott, Governor

Erin Rock, Secretary

January 8, 2018

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Negron and Speaker Corcoran:

As indicated in our letter of November 14, 2017, an impasse occurred in the collective bargaining negotiations between the Governor and the five employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes.

In accordance with section 447.403(5), Florida Statutes, we are today providing you and the Joint Select Committee on Collective Bargaining with information regarding those articles of the collective bargaining contracts on which the state and the bargaining agents representing bargaining units of state employees have not reached agreement as of the date of this letter. We are continuing negotiations and will inform you of agreements reached on any currently unresolved articles.

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

Sincerely,

Michael Mattimore  
Chief Labor Negotiator

Enclosures

cc: Joint Select Committee on Collective Bargaining  
Meredith Sasso, Deputy General Counsel, Executive Office of the Governor  
Renee Tondee, Deputy Director, Office of Policy and Budget  
Christopher Bailey, Deputy Coordinator, General Government Unit, Executive Office of the Governor  
Michael Milnes, Deputy Coordinator, General Government Unit, Executive Office of the Governor  
Erin Rock, Secretary, Department of Management Services  
Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
Meredith Stanfield, Director of Legislative Affairs, Department of Management Services  
Collective Bargaining Agent Representatives

Ltr. to Sen. Pres./Hse.  
Spkr. Re: Impasse



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

Rick Scott, Governor

Erin Rock, Secretary

November 14, 2017

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Negron and Speaker Corcoran:

An impasse has occurred in the collective bargaining negotiations between the Governor and the five employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those we cannot resolve no later than January 8, 2018, pursuant to section 447.403(5), Florida Statutes.

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

Sincerely,

A handwritten signature in blue ink that reads 'Michael Mattimore'.

Michael Mattimore  
Chief Labor Negotiator

MM/mec

cc: Donna M. Poole, Chair, Public Employees Relations Commission  
Meredith Sasso, Deputy General Counsel, Executive Office of Governor Rick Scott  
Renee Tondee, Deputy Director, Office of Policy and Budget  
Michael Milnes, Deputy Coordinator, General Government Unit, Executive Office of the Governor  
Erin Rock, Secretary, Department of Management Services  
Drew Atkinson, General Counsel, Department of Management Services  
Sharon Larson, Director, Human Resource Management, Department of Management Services  
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Collective Bargaining Agent Representatives



**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79  
Units: Human Services, Professional, Operational Services and Administrative and Clerical Units  
State Personnel System**

**Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: January 4, 2018**

**Fiscal Year 2017-20 Successor Agreement**

**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 - Leaves of Absence, Hours of Work, Disability Leave	<p>11/6/17: (Same proposal negotiated in 2017-18) Section 6(E) - Special Compensatory Leave: Removes agencies' consideration of the employee's preference to serve the suspension or have leave deducted, provides agencies the sole discretion in making such determinations; provides that if the employee does not have sufficient special comp. leave to cover the entire suspension period, the agency may deduct annual leave to equal the remainder of the suspension period or require the employee to serve the suspension in full; removes the option of having any portion of a suspension used as "leave without pay" if the employee is required to work during the suspension period.</p>	<p>11/6/17: Revises Section 6(C)(1) to reflect that Special Comp leave credits earned on or after July 1, 2012, which are not used each year by April 30 or October 31 that immediately succeeds the work period in which the leave is credited, shall be paid to the employee. Removes Section 6(C)(4), which states that "No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012."  12/5/17: As a counter offer to State's proposal, revises Section 6(E) to reflect that the employee, rather than the agency, shall determine whether to serve a disciplinary suspension or have leave deducted in lieu of such suspension. Also, sick leave may be deducted if there is not sufficient special compensatory or annual leave available to employee.</p>	<p>11/3/2017: OPB Costing Estimate for Union's Proposal: 41,804 hours of holiday leave forfeited in 2016-17; estimated liability of \$677,901 forfeited in 2016-17. 26,108 hours due to office closures: estimated liability of \$481,693. The number of paid hours from leave earned during office closures would vary based upon the number and severity of emergencies declared. Indeterminate.  The agency must retain the authority to determine when an employee is to have leave deducted rather than serve a suspension, based on the ability of the work unit to provide services.</p>

**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79  
 Units: Human Services, Professional, Operational Services and Administrative and Clerical Units  
 State Personnel System**

**Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: January 4, 2018**

**Fiscal Year 2017-20 Successor Agreement**

**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	11/14/17: Per Section 8, GAA: Effective 7/1/18, current employees filling a position in the following classes shall be provided a 10% increase in their 6/30/18 base rate of pay and adjusts the minimum base rate of pay of the class: * Juvenile Justice Detention Officer I (5711) to \$28,027; * Juvenile Justice Detention Officer II (5712) to \$29,195; * Juvenile Probation Officer (5965) to \$32,278; * Sr. Juvenile Probation Officer (5966) to \$34,087.	11-6-17: Removes Section 2(A) &(B). Adds new Section 2(A) which states that effective October 1, 2018, full time eligible employees shall receive an annual competitive pay adjustment of 3%.  Adds new Section 2(B) which defines "eligible" and "ineligible" employees and states that when ineligible employees become eligible, an increase shall be effective on the date the employee becomes eligible but not retroactively. It further states that the competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee's position.	11/3/2017: OPB Costing Estimate for Union's Proposal: Section 2(A): \$50.1 M

**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79  
 Units: Human Services, Professional, Operational Services and Administrative and Clerical Units  
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**Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: January 4, 2018**

**Fiscal Year 2017-20 Successor Agreement**

**The following Article, tentatively agreed to by the parties, is included due to it fiscal implications.**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
27 - Health Insurance	11/13/17: The State proposes a modification of 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 Ductible Health Plan, effective January 1, 2019.		11/13/17: The Union tentatively agrees to the State's Proposal.

**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

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos  
Coordinator, Region 2

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Date

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Date

shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

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

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

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

**SECTION 4 – Rest Periods**

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

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

**SECTION 5 – Disability Leave**

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

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos  
Coordinator, Region 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

(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.

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos  
Coordinator, Region 2

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Date

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Date

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

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

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

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

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

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

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

(a) Regular compensatory leave credits.

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

**For the State**

**For AFSCME**

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Michael Mattimore  
State's Chief Labor Negotiator

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Hector R. Ramos  
Coordinator, Region 2

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Date

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Date

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For AFSCME**

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Hector R. Ramos  
Coordinator, Region 2

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Date

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

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**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**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Increase to Minimum Salaries – Department of Juvenile Justice**

In accordance with the authority provided in the Governor’s recommendations for Section 8 of the General Appropriations Act, the minimum base rate of pay for the classifications listed below shall be adjusted to the indicated amount effective July 1, 2018. Current employees filling a position in these classifications shall be provided a ten percent increase in their June 30, 2018, base rate of pay effective July 1, 2018.

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

**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.

**For the State**

**For AFSCME**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Hector R. Ramos  
Coordinator, Region 2

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Date

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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 AFSCME**

\_\_\_\_\_  
Hector R. Ramos  
Coordinator, Region 2

\_\_\_\_\_  
Date

**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.**

**AFSCME Unit CBUs 01, 02, 03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2018-2019**

Union/Issue	Estimated Cost	Comments
<p><b>Article 18, Section 6:</b> Provides for unused Special Compensatory leave credits shall be paid to the employee instead of forfeited.</p>	<p>Varies (see comments)</p>	<p>The Division of Human Resource Management determined that there were 41,804 hours related to holiday leave forfeited in FY 2016-17 by employees in the AFSCME Collective Bargaining Unit (CBU). These hours had an estimated liability of \$677,901. In addition to the holiday hours, AFSCME CBU employees forfeited 26,108 hours related to office closures, with an estimated liability of \$481,693. The number of office closure forfeitures could vary significantly from year to year depending on the number and severity of emergencies declared.</p>
<p><b>Article 25, Section 2(A):</b> Provides effective October 1, 2018, full-time eligible employees shall receive a cost of living adjustment of 3%.</p>	<p>\$50.1M</p>	<p>Calculation is based on a 3% increase, including benefits on 57,711 FTE for 9 months. PeopleFirst data as of 11/2 transferred into LAS/PBS was the source for the calculation. NOTE: If only filled positions are considered, the applicable FTE is decreased to 52,551 and the cost for 9 months is \$46.3M.</p>



**Florida Nurses Association**  
**Professional Health Care Unit - State Personnel System**  
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**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>11/29/17: Section 5(B)(2) - The State proposes that grievances based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal (as described in Article 7) be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 of the grievance procedure within 15 days following the event giving rise to the grievance.</p> <p>Section 5(B)(3) - The State proposes that class action grievances where more than one agency is implicated be initiated at Step 3.</p>	<p>11/29/17: The Union tentatively agreed to the State's 11/29/17 proposal.</p>	<p>Section 5(B)(2) - The initiation of a grievance that is based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal at Step 2 ensures that the grievance is handled at a level of management with the authority to adjust/resolve the grievance (e.g. agency head or designated representative).</p> <p>Section 5(B)(3) - The State's proposal for the initiation of a class action grievance implicating more than one agency at Step 3 ensures that all such grievances are initially presented to the Department of Management Services rather than separately to various agencies to ensure a consistent enterprise-wide response. The Department of Management Services would discuss the grievance with the Union and any implicated agency, coordinate the grievance process, and communicate a decision within 15 days following receipt of the class action grievance.</p>

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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued)	<p>12/18/17: Revised State Proposal</p> <p>Section 3(F)(5) - The State proposes that an arbitrator shall issue a decision no later than 30 days, rather than the current 22 days, from the date of the closing of the hearing or the submission of briefs, whichever is later.</p>	<p>12/18/17: The Union is presently reviewing the State's revised 12/18/17 proposal.</p>	<p>12/18/17: Revised State Proposal</p> <p>Section 3(F)(5) - The State's proposal to increase the number of business days afforded to an arbitrator to issue a decision to 30 will provide an additional 8 business days for the arbitrator to consider the grievance and render a final and binding decision.</p>
7 - Disciplinary Action	<p>12/18/17: Status quo</p>	<p>11/29/17: (U) - The Union proposes that, in cases of employee disciplinary meetings (i.e. predetermination conferences, investigation meetings, etc.), the employee be informed in writing of the nature of the discipline prior to the meeting or predetermination conference.</p>	<p>12/18/2017: The State emphasizes that section 110.227(5)(a), Florida Statutes, already requires that an employee be provided with written notice at least 10 prior days to the effective date of any disciplinary action and that the employee shall be given an opportunity to answer to any allegations of misconduct. A union representative may attend a meeting in which an employee is to be questioned regarding a matter which the employee reasonably believes may result in discipline. The Union's proposal would require written notification during the investigative phase.</p>

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**Unresolved Articles**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
23 - Hours of Work/Compensatory Time	12/18/17 Status quo	<p>11/29/17: Section 6 (NEW SECTION) - Union proposes the creation of this section to provide additional compensation for work performed during emergency conditions and holidays. <u>(A)(1)</u> An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed. <u>(B)(1) - (1)</u> An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order (e.g. Holidays), would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.</p> <p>Section 7 (NEW SECTION) - DOH EMPLOYEES ONLY. (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.</p>	<p>11/29/17: Section 6 (NEW SECTION) - The language for the Union's proposal mirrors their 2017-18 proposal. In response, the parties agreed to provide for payment of special comp leave earned but not used while working during office closures and on holidays. That provision is contained in the current contract and took effect 11/1/17.</p>
			<p>Section 7 (NEW SECTION) - The State is opposed to changing the FLSA overtime status of these employees. Other forms of additional compensation during declared emergencies is already available, when warranted.</p> <p>11/30/17: OPB costing estimate of Union's proposals - Indeterminate</p>

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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages	11/29/17: Retain current pay levels.	<p>11/29/17: Section 1 - All Health Care Professionals will receive an across the board increase of five percent (5%) effective the first pay period in July 2018.</p> <p>Section 6 (NEW SECTION) - The FNA proposes Anniversary date pay increases:</p> <ul style="list-style-type: none"> <li>• All Health Care Professionals who have fifteen (15) years or more of service will receive a three percent (3%) increase effective the first pay period after their Anniversary date;</li> <li>• All Health Care Professionals who have ten (10) years or more of service will receive a two percent (2%) increase effective the first pay period after their Anniversary date; and</li> <li>• All Health Care Professionals who have five (5) years or more of service will receive a one percent (1%) increase effective the first pay period after their Anniversary date.</li> </ul>	<p>11/30/17: OPB costing estimate of the Union's proposal that all eligible employees in the bargaining unit receive a competitive pay increase of 5% in their base rate of pay effective July 1, 2018 - \$11.3M. [Calculated a 5% pay adjustment for all positions effective July 1, 2018. Increase applied to 3,162.6 FTE. Amount includes retirement/FICA impacts.]</p> <p>11/30/17: OPB costing estimate of the Union's proposal for pay increases for bargaining unit employees based on years of service - \$2.2M. [Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2019 (if the employee had a hire date of 4/3/2014, they would reach 5 years on 4/3/19, though the total includes the 1% for an entire year). The base rate used as the basis of the calculation was after the 5% from above was calculated. Amount includes retirement/FICA impacts.]</p>

**Florida Nurses Association**  
**Professional Health Care Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Differential Pay	12/18/17: Status quo	<p>11/29/17: (A): The Union proposes a shift differential in the amount of \$2.00 per hour, up from the current amount of \$1.00 per hour. The \$2.00 per hour shift differential will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.</p> <p>(B) - When justified and upon approval by the Secretary of Management Services or designee, a shift differential greater than \$2.00 per hour (Up from the current amount of \$1.00 per hour) may be paid when the criteria in (A) above are met.)</p>	<p>11/29/17: A shift differential is currently provided when a majority of the employee's work hours fall between 5:00 p.m. and 6:00 a.m. The Union's proposal also strikes contract language that speaks to the availability of funds and local competitive conditions being a prerequisite for a higher shift differential.</p> <p>11/30/17: OPB costing estimate of Union's proposals - \$608,437. [The estimated amount was calculated using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were assumed to be working 693 hours for the evening shift and 693 hours for the night shift and assumes that the employee works the same shift year round. Amount includes retirement/FICA impacts.]</p> <p>12/18/17: A report detailing shift differential payment data by agency provided to the Union via e-mail</p>

Florida Nurses Association  
Professional Health Care Unit - State Personnel System  
Current Agreement Expires June 30, 2018

Status of Collective Bargaining Negotiations as of: December 18, 2017  
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The following article, tentatively agreed to by the parties, is included due to its fiscal implications.

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	11/17/17: The State proposes a modification of 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.	11/29/17: The Union tentatively agrees to the State's proposal.	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

(3) As indicated in Article 5 of this Agreement, the Association Grievance Representative in the same work unit, or the work location closest to the grievant's, shall be selected to represent the employee. In no case shall an Association Grievance Representative be allowed to travel more than 25 miles from their official work location in order to investigate a grievance. (As an exception during the term of the 2017-2020 Agreement only, Grievance Representatives may travel up to 50 miles from their official work location if necessary due to the unavailability of a Representative closer to the grievant's work location. This exception expires on

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

the termination date for the 2017-2020 Agreement unless continued by a subsequent ratified agreement.) The Association will make a reasonable effort to ensure that it trains a sufficient number of Association Grievance Representatives in order to minimize any such travel.

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

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

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

### **SECTION 3 – Procedures**

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

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

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

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Date

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

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

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

**(1) Step 1**

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

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

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievant must complete every section of the grievance form filed at Step 2 as similarly completed for a grievance filed at Step 1 and file it together with all written responses and documents in support of the grievance.

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

**(4) Grievance Mediation**

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**(5) Step 4 – Arbitration**

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the Association Staff Representative may appeal the grievance in writing to arbitration on a Request for Arbitration form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the Association may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement together with all written responses and documents in support of the grievance. If, at the initial written step, the Association declined to represent the grievant because she was not a member of the Association, the grievant may appeal the grievance to arbitration.

(b) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances.

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

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

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

**For the State**

**For the FNA**

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

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Don Slesnick  
Negotiator, Florida Nurses Association

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

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

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

1. The arbitrator shall issue the decision not later than 2230 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date

photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

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

#### **SECTION 4 – Time Limits**

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

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

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

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

#### **SECTION 5 – Exceptions**

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

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

(1) If a grievance arises from the action of an official higher than the agency Step 1 Management Representative, the grievance shall be initiated at Step 2 or Step 3, as

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Date

appropriate, by submitting a grievance form as ~~set forth in Step 1 (contained in Appendix B)~~ within 15 days following the ~~occurrence event~~ giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 7(C) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance.

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

**For the State**

**For the FNA**

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**Article 7**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in her current position may be disciplined (reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal) only for just cause as provided in section 110.227, Florida Statutes, and Rule 60L-36.005, F.A.C. Cause shall include, but is not limited to, poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime.

(B) A reduction in base pay that is required by the State Personnel System Rules shall not be grievable. Oral reprimands shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in her current position; the decision is final and binding at Step 2.

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

(D) An agency may deduct special compensatory leave from an employee's leave balance equal to the length of a disciplinary suspension in lieu of the employee serving the suspension. The agency has sole discretion in making such determination. If the employee does not have sufficient special compensatory leave to cover the entire suspension period, the agency shall deduct annual leave to cover the remaining portion of the suspension. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

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

**For the State**

**For the FNA**

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Mike Mattimore  
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Don Slesnick  
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(F) Each employee shall be furnished a copy of all disciplinary actions placed in their official personnel file and shall be permitted to respond thereto.

(G) The state will make a good faith effort to initiate disciplinary actions within 60 days from the date of actual knowledge by the person having the authority to initiate discipline of the event giving rise to the disciplinary action. If circumstances necessitate a longer period, except in the case of a criminal investigation, disciplinary actions must be initiated within 120 days of the event giving rise to the disciplinary action.

(H) The state is to consider the facts and circumstances related to the act or omission on which employee discipline is based, as well as the period over which any prior discipline of the employee has taken place, in determining the level of discipline to be imposed.

(I) An employee may request that an Association Staff Representative or Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

(J) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, Florida Administrative Code and section 110.227(5)(a), Florida Statutes. When the employee requests a conference to explain or refute the charges made against the employee, the conference shall be conducted in accordance with the provisions of Rule 60L-36, Florida Administrative Code, and section 110.227(5)(a), Florida Statutes.

(K) Each agency will make a good faith effort to have a review by an appropriate health care professional, licensed health care risk manager, or an appropriate internal reviewing body, prior to taking disciplinary action against an employee when the medical or professional competence of the employee is questioned.

**For the State**

**For the FNA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Don Slesnick  
Negotiator, Florida Nurses Association

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Date

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

**Article 7: Disciplinary Action**

**Add new sentence in (I)**

**(I).** An employee may request that an Association Staff Representative or Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. **When in the process of an employee being disciplined, he/she will be informed in writing of the nature of the discipline prior to the meeting or the predetermination conference.**

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

**SECTION 1 – Workweek/Compensatory Time**

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

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

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

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

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

**For the State**

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

## **SECTION 2 – Rest Periods**

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

## **SECTION 3 – Flextime**

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

## **SECTION 4 – Work Schedule**

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

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

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

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

**For the State**

**For the FNA**

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Mike Mattimore  
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Date

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

**SECTION 5 – Special Compensatory Leave**

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

(C) Special Compensatory Leave Earned On or After November 1, 2017.

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

**For the State**

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

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

(D) Pay Provision for Special Compensatory Leave.

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

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

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

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

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

**For the State**

**For the FNA**

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

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

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

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

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

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

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

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

**Article 25  
WAGES**

**SECTION 1 – 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 – 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 3 – Cash Payout of Annual Leave**

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

**SECTION 4 – Performance Pay**

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

**SECTION 5 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

**For the FNA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Don Slesnick  
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**The State of Florida**  
**and**  
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**Article 25: Wages**

**Section 1-** All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2018.

**New Section 6- Anniversary Date**

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

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

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

**Article 26**  
**DIFFERENTIAL PAY**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FNA**

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

\_\_\_\_\_  
Date

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

**Article 26: Differential Pay**

- (A) A shift differential in the amount of **\$2.00** per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.
- (B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than **\$2.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

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

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

**For the State**

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

November 29, 2017  
\_\_\_\_\_  
Date

**For the FNA**

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

11/29/17  
\_\_\_\_\_  
Date

**State Health Care Professional Collective Bargaining Unit - FNA (04)  
Fiscal Year 2018-19 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 23, Sections 6:</b> Work during emergency conditions and holidays	indeterminate	
<b>Article 23, Section 7:</b> Department of Health Employees and Emergency/Disaster Compensation	indeterminate	
<b>Article 25, Section 1:</b> Across the board pay increase of 5% effective the first pay period in July 2018.	\$11.3m	Downloaded all positions for CBU 04 that were transferred into LAS/PBS from PeopleFirst on 11/27/17. Calculated a 5% pay adjustment for all positions effective July 1, 2018. Increase applied to 3,162.6 FTE. Amount includes retirement/FICA impacts.
<b>Article 25, Section 6:</b> Pay increase based on tenure: 15 years or more to receive a 3% increase; 10 years or more to receive a 2% increase; 5 years or more to receive a 1% increase	\$2.2m	Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2019 (if the employee had a hire date of 4/3/2014, they would reach 5 years on 4/3/19, though the total includes the 1% for an entire year). The base rate used as the basis of the calculation was after the 5% from above was calculated. Amount includes retirement/FICA impacts.
<b>Article 26:</b> \$1 increase in the hourly pay employee's working an evening or night shift.	\$608,437	The estimated amount was calculated using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were assumed to be working 693 hours for the evening shift and 693 hours for the night shift and assumes that the employee works the same shift year round. Amount includes retirement/FICA impacts.



**State Employees Attorneys Guild (SEAG)  
SES Attorneys Unit - State Personnel System  
Current Agreement Expires June 30, 2018**

**Status of Collective Bargaining Negotiations as of: December 4, 2017  
Negotiations for Fiscal Year 2018-19 Successor Agreement**

**Unresolved Articles**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
8 - Workforce Reductions	11/16/17: Removes all language rendering Article VACANT.	11/16/17: Status Quo	Layoff is a concept that is only applicable to the Career Service.
9 - Reassignment and Transfer	11/16/17: Removes all language rendering Article VACANT.	11/16/17: Status Quo	Reassignment and transfer are actions only applicable to the Career Service. SES employees are not reassigned or transferred. Each appointment is an "original appointment".
10 - Classification and Pay Plan	11/16/17: Section (A) removes language requiring the Department to provide the Union with comparisons conducted by the Department of public and private sector salaries. Section (B) adds language providing for employee and Union access to employee's position description; hard copy or electronic means. Section (E) revises language that states: An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instance of a fiscal exigency. Adds language: "A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Dept. of Management Services." (continued below)	11/16/17: Status Quo	Section (A) - The State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provisions infringement on the daily operational research of DMS. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.  Section (E) - The State's proposal to include this language is needed if warranted by budget limitations.

**State Employees Attorneys Guild (SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current Agreement Expires June 30, 2018**  
**Status of Collective Bargaining Negotiations as of: December 4, 2017**  
**Negotiations for Fiscal Year 2018-19 Successor Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
10 - Classification and Pay Plan (con't from above)	Section (F) Removes language requiring the Department to notify the Union of individual salary adjustments.  Also includes the following: "The Department may adjust a pay band in the classification and pay plan when adjustments are appropriate. The Union shall be notified in writing of such adjustments."		Section (F) - Individual pay adjustments are at the discretion of the agency and can only be done as authorized by the Legislature.
18 - Wages	11/14/17: Per Governor's recommended budget, Section 8, GAA - provides for merit pay and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.	11/16/17: No Proposal	

**State Employees Attorneys Guild (SEAG)**  
**SES Attorneys Unit - State Personnel System**  
**Current Agreement Expires June 30, 2018**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
<p>19 - Insurance Benefits</p>	<p>11/13/17: Per Governor's recommended budget, Section 8, GAA - effective 1/1/19, increases premiums for each spouse participating in the State Employees Group Health Ins. Plan from \$15/mo. to \$90/mo. for the "Standard Health Plan" and \$32.15/mo. for each spouse for the High Deductible Health Plan.</p> <p>Also, adds: SES participants in the Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.</p>	<p>11/16/17: Status Quo (no change in premiums or benefits)</p>	

**Article 8**  
**VACANT**  
**WORKFORCE REDUCTION**

~~(A) — A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the Agency Head.~~

~~(B) — The Agency Head shall furnish the Union Representative with a copy of the notice separating an employee as a result of a workforce reduction.~~

~~(C) — The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.~~

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Mark Neimeiser  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 9**  
**VACANT**  
**REASSIGNMENT and TRANSFER**

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

~~SECTION 1—Definitions~~

~~As used in this Article:~~

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

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

~~SECTION 2—Voluntary Reassignment or Transfer~~

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

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

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**SECTION 3 — Involuntary Reassignment or Transfer**

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

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

**For the State**

**For the FPD**

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

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 10**  
**CLASSIFICATION AND PAY PLAN**

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

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

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

(D) The classification and pay plan includes:

(1) All approved pay bands;

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

(3) Provisions governing the administration of the plan.

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

---

Date

**Article 18**  
**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 – 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 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 3 – Discretionary Competitive Pay Adjustments**

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**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

---

Date

**Article 19**  
**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.

Selected Exempt Service participants in the State Employees Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date



**Federation of Physicians and Dentists (FPD)  
SES Physicians Unit - State Personnel System  
Current Agreement Expires June 30, 2018  
Status of Collective Bargaining Negotiations as of: December 4, 2017  
Negotiations for Fiscal Year 2018-19 Successor Agreement**

**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
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10 - Classification and Pay Plan	11/16/17: Section (A) removes language requiring the Department to provide the Union with comparisons conducted by the Department of public and private sector salaries. Section (B) adds language providing for employee and Union access to employee's position description; hard copy or electronic means. Section (E) revises language that states: An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instance of a fiscal exigency. Adds language: "A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Dept. of Management Services."  (con't. below)	11/16/17: Status Quo	Section (A) - The State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provision's infringement on the daily operational research of DMS. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.  Section (E) - The State's proposal to include this language is needed if warranted by budget limitations.

**Federation of Physicians and Dentists (FPD)**  
**SES Physicians Unit - State Personnel System**  
**Current Agreement Expires June 30, 2018**  
**Status of Collective Bargaining Negotiations as of: December 4, 2017**  
**Negotiations for Fiscal Year 2018-19 Successor Agreement**

**Unresolved Articles**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
10 - Classification and Pay Plan (con't from above)	<p>Section (F) Removes language requiring the Department to notify the Union of individual salary adjustments.</p> <p>Also includes the following: "The Department may adjust a pay band in the classification and pay plan when adjustments are appropriate. The Union shall be notified in writing of such adjustments."</p>		Section (F) - Individual pay adjustments are at the discretion of the agency and can only be done as authorized by the Legislature.
18 - Wages	11/14/17: Per Governor's recommended budget, Section 8, GAA - provides for merit pay and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.	11/16/17: No Proposal	

**Federation of Physicians and Dentists (FPD)  
 SES Physicians Unit - State Personnel System  
 Current Agreement Expires June 30, 2018  
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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
19 - Insurance Benefits	<p>11/13/17: Per Section 8, GAA - effective 1/1/19, increases premiums for each spouse participating in the State Employees Group Health Ins. Plan from \$15/mo. to \$90/mo. for the "Standard Health Plan" and \$32.15/mo. for each spouse for the High Deductible Health Plan.</p> <p>Also, adds: SES participants in the Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.</p>	11/16/17: Status Quo (no change in premiums or benefits)	

**Article 8**  
**VACANT**  
**~~WORKFORCE REDUCTION~~**

~~(A) — A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the Agency Head.~~

~~(B) — The Agency Head shall furnish the Union Representative with a copy of the notice separating an employee as a result of a workforce reduction.~~

~~(C) — The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.~~

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

---

Mark Neimeiser  
Executive Director

---

Date

**Article 9**  
**VACANT**  
**REASSIGNMENT and TRANSFER**

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

**~~SECTION 1—Definitions~~**

~~As used in this Article:~~

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

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

**~~SECTION 2—Voluntary Reassignment or Transfer~~**

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

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

~~(C) — All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has~~

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

~~requested reassignment or transfer. The agency shall provide a copy of the request form to the Union upon its request.~~

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

**~~SECTION 3—Involuntary Reassignment or Transfer~~**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 10**  
**CLASSIFICATION AND PAY PLAN**

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

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

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

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) ~~The allocation of each position to a pay band~~All approved Job Families, Occupational Group Characteristics, and Occupation Profiles; and
- (3) Provisions governing the administration of the plan.

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FPD**

---

Mark Neimeiser  
Interim Executive Director

---

Date

**Article 18  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

**SECTION 2 – Performance Pay**

In accordance with the authority provided in the Fiscal Year 2018-2019 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 3 – Discretionary Competitive Pay Adjustments**

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 FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 19**  
**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.

Selected Exempt Service participants in the State Employees Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.

**For the State**

---

Michael Mattimore  
State's Chief Labor Negotiator

---

Date

**For the FPD**

---

Mark Neimeiser  
Interim Executive Director

---

Date



**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Non-Professional Unit - State Personnel System**  
**Current Agreement Expires June 30, 2018**  
**Status of Collective Bargaining Negotiations as of: December 4, 2017**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
11 - Classification and Pay Plan	<p>11/16/17: Section (A) removes language requiring the Department to provide the Union with comparisons conducted by the Department of public and private sector salaries. Section (B) adds language providing for employee and Union access to employee's position description; hard copy or electronic means. Section (E) revises language that states: An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instance of a fiscal exigency. Adds language: "A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Dept. of Management Services."</p> <p>Section (F) removes language requiring the Department to notify the Union of individual salary adjustments.</p> <p>Also includes the following: "The Department may adjust a pay band in the classification and pay plan when adjustments are appropriate. The Union shall be notified in writing of such adjustments."</p>	<p>11/16/17: Status Quo</p>	<p>Section (A) - The State proposes to eliminate language requiring the Department to provide the Union with comparisons of public and private sector salaries due to this provisions infringement on the daily operational research of DMS. Comprehensive pay studies must be authorized by the Legislature and would be provided to the public, including the unions.</p> <p>Section (E) - The State's proposal to include this language is needed if warranted by budget limitations.</p>

**Federation of Physicians and Dentists (FPD)**  
**SES Supervisors Non-Professional Unit - State Personnel System**  
**Current Agreement Expires June 30, 2018**  
**Status of Collective Bargaining Negotiations as of: December 4, 2017**  
**Negotiations for Fiscal Year 2018-19 Successor Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Insurance Benefits	<p>11/13/17: Per Governor's recommended budget, Section 8, GAA - effective 1/1/19, increases premiums for each spouse participating in the State Employees Group Health Ins. Plan from \$15/mo. to \$90/mo. for the "Standard Health Plan" and \$32.15/mo. for each spouse for the High Deductible Health Plan.</p> <p>Also, adds: SES participants in the Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.</p>	<p>11/16/17: Status Quo (no change in premiums or benefits)</p>	
25 - Wages	<p>11/14/17: Per Governor's recommended budget, Section 8, GAA - provides for merit pay and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.</p>	<p>11/16/17: No Proposal</p>	

**Article 11**  
**CLASSIFICATION AND PAY PLAN**

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

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

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

(D) The classification and pay plan includes:

(1) All approved pay bands,

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

(3) Provisions governing the administration of the plan.

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

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

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
Date

**Article 23**  
**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.

Selected Exempt Service participants in the State Employees Group Health Insurance Plan shall pay the same health insurance premiums as Career Service participants, effective January 1, 2019.

**For the State**

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

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director

\_\_\_\_\_  
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 – 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 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 3 – Discretionary Competitive Pay Adjustments**

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**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FPD**

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Mark Neimeiser  
Interim Executive Director

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Date



**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 22, 2017**  
**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
13 - Health and Welfare	<p>11/8/17: Per Section 8 of Governor's proposed GAA, Effective 1/1/19, increases premiums for each spouse participating in the State Employees Group Health Ins. Plan from \$15 per month to \$90 per month for the "Standard Health Plan" and \$32.15 per month for each spouse for the High Deductible Health Plan.</p>	<p>10/26/17: Health Insurance Plan to remain unchanged through the end of the contract, June 30, 2020.</p>	
23 - Hours of Work and Overtime	<p>10/26/17: Status Quo</p>	<p>10/26/17: Adds new proposed Section 6 - People First Time/Leave Tracking: (A): All bargaining unit members will utilize the People First statewide system for documenting hours worked, tracking leave credits earned/used, and calculating overtime hours; (B): All bargaining unit members will be responsible for their own data entry into the People First timesheet system, except in limited cases where supervisors make corrections or post on behalf of an employee unable to complete the timesheet; and, (C): In the limited issues where it is not feasible for an employee to post their own time entries into the People First timesheet, a written explanation of detailed actions by the supervisor will be sent to the affected employee within a reasonable timeframe.</p> <p>(continued below)</p>	<p>Department of Military Affairs is not currently able to use People First time/leave system due to unique workday and schedule required by federal contracts/funding.</p> <p>Accommodating the unique schedules of approximately 50 employees involved would entail significant People First reprogramming costs.</p>

**Florida State Fire Service Association**  
**Fire Service Unit - State Personnel System**  
**Current Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 22, 2017**  
**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
Article 23 - (continued from above)		<p>Adds new Section 7 - Hazard/Physical Hardship Duty Pay Additive - (A): adds an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when those non-special-risk bargaining unit members perform in hazardous situations or physical hardships. (B): defines hazardous duty as: "duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place."</p>	<p>10/13/17: OPB Costing Estimate for Union's Proposal: Section 7(A): \$383,079</p> <p>A hazardous duty pay additive, as defined in section 110.2035(7)(a)(3), Florida Statutes, is already available for use by agencies when warranted.</p>



**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.

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

**For the State**

**For the FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(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 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

**For the State**

**For the FSFSA**

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Michael Mattimore  
State's Chief Labor Negotiator

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Michael T. Brennan  
President and Chief Negotiator

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Date

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Date

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

(8) If an employee is scheduled to take the FFS employee *Annual Fitness Test* **after** August 31<sup>st</sup> and **before** November 1<sup>st</sup>, the employee will wait until November, December or

**For the State**

**For the FSFSA**

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Michael Mattimore  
State’s Chief Labor Negotiator

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Michael T. Brennan  
President and Chief Negotiator

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Date

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Date

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**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Michael T. Brennan  
President and Chief Negotiator

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Date

## Article 13

### HEALTH AND WELFARE

#### SECTION 1 – Insurance Benefits

The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year ~~2017-2018~~ through the end of contract June 30, 2020.

#### SECTIONS 3-4 – *FSFSA proposes Status Quo*

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Michael T. Brennan  
President and Chief Negotiator

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Date

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

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

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

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

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

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

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

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

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

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

scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

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

(E) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Work Day – Work Period**

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer. The state will also make a good faith effort to schedule the work of an employee in a manner to minimize the extension of the employee's workday beyond its scheduled hours, recognizing that such extensions may be necessary to address emergencies or to conserve staffing or other resources, as determined by the state.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight hour increments, provided this can be done prior to the end of the extended work period.

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

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

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

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

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

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

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

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

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

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

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

(D) 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.

**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 2017~~8~~-2018~~9~~ General Appropriations Act and other provisions of state law.

**SECTION 2 – Competitive Pay Adjustments**

In accordance with the authority provided in the Governor's recommendations for Section 8 of the General Appropriations Act, Effective July 1, 2018, the Department of Agriculture and Consumer Services 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 (Code 6570), and
5. Firefighter Rotorcraft Pilot (Code 6577)

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

In accordance with the authority provided in the Fiscal Year 2017~~8~~-2018~~9~~ General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 3-4 – 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

**For the State**

**For the FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

with, section 110.219(7), Florida Statutes.

**SECTION 4-5 – Performance Pay**

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

**SECTION 5-6 – 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 6-7 – Discretionary Competitive Pay Adjustments**

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

**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 Services State 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 (Code 6570), 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 (Code 1360)
4. Fire College Instructor Supervisor (Code 1364)
5. Fire College Instructor (Code 1362)
6. Fire Fighter Supervisor (Code 6412)
7. Fire Fighter (Code 6411)

**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.

The following base rate of pay increase shall be given:

3% for score of 4.5 – 5

2.5% for score 4 - 4.4

2% for score 3.5 - 3.9

1.5% for score 3 – 3.4

**For the State**

**For the FSFSA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 6– Competitive Area Differential**

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

**SECTION 7 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

**For the FSFSA**

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

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Michael T. Brennan  
President and Chief Negotiator

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Date

\_\_\_\_\_  
Date

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

Union Issue	Estimated Cost	Comments
<b>Article 23, Section 6:</b> Proposes that unit members will utilize PeopleFirst to document hours worked.	Indeterminate	
<b>Article 23, Section 7:</b> 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.
<b>Article 25, Section 2(A):</b> 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.
<b>Article 25, Section 2(B):</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.
<b>Article 25, Section 2(C):</b> 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.
Cost to DFS, DFS and FSDB of changing Fire Protection Specialists (Class Code 8804) to Special Risk retirement plans.	DFS - \$169K (31 FTE) FDSB - \$11k (2 FTE) ACHA - \$133k (20 FTE)	Utilized positions in class code 8804 downloaded from the PeopleFirst system as of 11/9/17. Changed the retirement percentage from 7.92 to 23.27% and calculated the cost difference. NOTE: There were 3 positions in DROP (retirement code DP) and those were not changed.
<b>Article 25, Section 2:</b> Proposes that effective July 1, 2018, Class Codes 8804, 1366, 1360, 1364, 1362, 6412, and 6411 receive a 5% increase to their June 30, 2018 base rate of pay.	\$222,493	Utilized positions downloaded from the PeopleFirst system for CBU 11 and the impacted Class Codes as of January 4, 2018. Applied a 5% increase to the salary rate for 95 FTE. The amount includes retirement impacts.

**PBA - FL Highway  
Patrol Unit**

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
 Current Agreement Expires June 30, 2020  
 Status of Collective Bargaining Negotiations as of: December 11, 2017  
 Negotiations for Fiscal Year 2018-19 Reopener Agreement  
 Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>11/6/17: <u>Section 5(B)(2)</u> - The State proposes that grievances based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal (as described in Article 10) be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 of the grievance procedure within 15 days following the event giving rise to the grievance.</p> <p><u>Section 5(B)(3)</u> - The State proposes that class action grievances implicating more than one agency be initiated at Step 3.</p>	<p>11/6/17: The Union is presently reviewing the State's proposal.</p>	<p>11/6/17: <u>Section 5(B)(2)</u> - The initiation of a grievance that is based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal at Step 2 ensures that the grievance is handled at a level of management with the authority to adjust/resolve the grievance (e.g. agency head or designated representative).</p> <p><u>Section 5(B)(3)</u> - The State's proposal for the initiation of a class action grievance implicating more than one agency at Step 3 ensures that all such grievances are initially presented to the Department of Management Services rather than separately to various agencies to ensure a consistent enterprise wide response. The Department of Management Services would discuss the grievance with the Union and any implicated agency, coordinate the grievance process, and communicate a decision within 15 days following receipt of the class action grievance.</p>

**Police Benevolent Association  
Florida Highway Patrol Unit - State Personnel System  
Current Agreement Expires June 30, 2020**

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Unresolved Articles**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
6 - Grievance Procedure (continued)	<p>12/11/17: Revised State Proposal</p> <p>Section 3(G)(5) - The State proposes that an arbitrator shall issue a decision no later than 30 business days, rather than the current 22 business days, from the date of the closing of the hearing or the submission of briefs, whichever is later.</p>	<p>12/11/17: The Union is presently reviewing the State's proposal, including 12/11/17 revisions.</p>	<p>12/11/17: Revised State Proposal</p> <p>Section 3(G)(5) - The State's proposal to increase the number of business days afforded to an arbitrator to issue a decision to 30 will provide an additional 8 business days for the arbitrator to consider the grievance and render a final and binding decision.</p>
14 - Performance Review	<p>11/6/17: Union proposal is under review; response forthcoming.</p>	<p>11/6/17: Section 1(A) - The Union proposes language that the DHSMV's performance evaluation policy be referenced as well as DMS Rule 60L-35, Florida Administrative Code, which would make these provisions grievable under Section (E) as described below.</p> <p>Section 1 (E) - The Union proposes that an employee's overall performance review score (below expectations or unacceptable) shall be grievable if it is alleged that a violation of Section 1 or Section 2 of this article has occurred.</p>	<p>11/6/17: Performance evaluations are currently grievable only if it serves as the basis for a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal.</p>

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 – Hours of Work, Leave and Job-Connected Disability		<p>11/6/17: <u>New Section 11</u> - The Union proposes that the DHSMV 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. Agency ordered medical examinations shall be in accordance with the provisions of Rule 60L-34, F.A.C. 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.</p>	<p>11/6/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict how often this occurs, how many hours it takes, whether the employee has leave credits, the employee's base rate of pay, etc.</p>

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
18 – Hours of Work, Leave and Job-Connected Disability (continued)	12/11/17: Section 5(B) - The State proposes the elimination of contract language which provides for a 40 hour workweek for the purpose of overtime calculation, rather than an 80 or 160 hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory.		12/11/17: Section 5(B) - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages	<p>11/17/17: <u>Section 2</u> - The Governor's Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.</p>	<p>11/6/17: The Union proposes discussions to determine if wage negotiations will be handled via a "universal" wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.</p>	<p>12/11/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict which agencies, if any, will not submit a recruitment and retention plan.</p>

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
 Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: December 11, 2017  
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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages (continued)		<p>1. In determining the content of the recruitment and retention plans, the Union proposes that the DHSMV must present a plan to the Governor, DMS and the PBA no later than 1/17/18.</p> <p>2. The Union proposes an alternate pay raise for FY 2018-19 if the DHSMV does not propose a recruitment and retention plan which includes:</p> <p>(a) A 7% base salary adjustment for bargaining unit employees employed as of 6/30/17 to be effective 7/1/18 - \$7 million for 1,795 FTE (amount includes retirement/FICA impacts)</p> <p>(b) A 3% base salary adjustment (in addition to the aforementioned 7%) for bargaining unit employees with 10 or more years of service to be effective 10/1/18 or on the date the years of service standard is met - \$1.3 million for 845 FTE meeting the 10 years criterion (amount includes retirement/FICA impacts)</p> <p>3. The Union proposes that if the DHSMV plan is for a pay adjustment for the minimum starting pay of a classification, a wage compression adjustment shall be included in order to address resulting compression issues which may result.</p>	

**Police Benevolent Association  
 Florida Highway Patrol Unit - State Personnel System  
 Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: December 11, 2017  
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 Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	11/17/17: The State proposes a modification of the Spouse Program: current 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.	11/6/17: The Union proposes that health insurance benefits and employee contributions shall remain unchanged for FY 2018-19	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

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

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

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

**SECTION 3 – Procedures**

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

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

**(1) Step 1.**

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance,

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause, and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**(2) Step 2.**

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

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

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

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office

**For the State**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

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

**(4) Grievance Mediation**

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

**(5) Arbitration**

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance.

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

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

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

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

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

1. The arbitrator shall issue a decision not later than ~~22~~30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

**For the State**

**For the PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 4 – Time Limits**

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

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

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

**SECTION 5 – Exceptions**

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

(B) All grievances will be presented at ~~the initial step~~ Step 1 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as ~~set forth in Step 1 contained in Appendix B~~ within 15 days following the date on which the employee knew or should have known of the event actual knowledge of the occurrence giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 10(F) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

**For the State**

**For the PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

(B) Expedited Arbitration Rules:

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

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

**For the State**

**For the PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Florida Highway Patrol Bargaining Unit  
November 6, 2017**

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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 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**

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

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

**SECTION 1 – Workday, Work Period**

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

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

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

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

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

**SECTION 3 – Work Schedule**

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

#### **SECTION 4 – Rest Periods**

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

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

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

#### **SECTION 5 – Overtime**

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

**SECTION 6 – FLSA Compensatory Leave**

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

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

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

### **SECTION 7 – Special Compensatory Leave**

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

(B) Use of Special Compensatory Leave:

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

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

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

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

### **SECTION 8 – Sick Leave Pool and Sick Leave Transfer**

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

### **SECTION 9 – Disability Leave with Pay**

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

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

**SECTION 10 – Alternate Duty**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

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

\_\_\_\_\_  
Date



**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Florida Highway Patrol Bargaining Unit  
November 6, 2017**

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**Article 18 – Hours of Work and Overtime**

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

**\*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.

**EXHIBIT**

**E-2**

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Recruitment and Retention**

The Governor’s Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 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**

Career Service employees who have permanent status in their current position 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,

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

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

\_\_\_\_\_  
Date

**For the PBA**

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

\_\_\_\_\_  
Date



Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Florida Highway Patrol Bargaining Unit  
November 6, 2017

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**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  
Florida Highway Patrol Bargaining Unit  
November 6, 2017**

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**Article 25 - Wages**

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.

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

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

The employee share of premiums for the State Employees Group Health Insurance Plan shall remain unchanged for Fiscal Year 2018-2019 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 – Death In-Line-Of-Duty Benefits**

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

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date



**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Florida Highway Patrol Bargaining Unit  
November 6, 2017**

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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.

**Police Benevolent Association - CBU 12 Wage Proposals  
Fiscal Year 2018-2019**

Union/Issue	Estimated Cost	Comments
<p>Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 7% for members employed as of June 30, 2018 to be effective July 1, 2018.</p>	<p align="center">\$7.0 million</p>	<p>It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. Downloaded all <b>unit</b> positions, transferred from PeopleFirst into LAS/PBS as of 12/21/17. Calculated a 7% increase for all positions (1,795 FTE). Amount includes retirement/FICA impacts.</p>
<p>Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 3% for members with 10 or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.</p>	<p align="center">\$1.3 million</p>	<p>It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. From the download above, after the 7% was applied, determined the positions that will meet at least 10 years of service as of 6/30/19. For those positions, calculated a 3% increase. Applied 75% for a 10/1 effective date. Amount includes retirement/FICA impacts. 845 FTE met the 10 year criterion. Note that if a position met the 10 year threshold on April 1, 2019, their increase is included for the full 9 month period.</p>

**PBA - Law  
Enforcement Unit**

**Police Benevolent Association  
Law Enforcement Unit - State Personnel System  
Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: December 11, 2017**  
**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>11/6/17: <u>Section 5(B)(2)</u> - The State proposes that grievances based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal (as described in Article 10) be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 of the grievance procedure within 15 days following the event giving rise to the grievance.</p> <p><u>Section 5(B)(3)</u> - The State proposes that class action grievances implicating more than one agency be initiated at Step 3.</p>	<p>11/6/17: The Union is presently reviewing the State's proposal.</p>	<p>11/6/17: <u>Section 5(B)(2)</u> - The initiation of a grievance that is based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal at Step 2 ensures that the grievance is handled at a level of management with the authority to adjust/resolve the grievance (e.g. agency head or designated representative).</p> <p><u>Section 5(B)(3)</u> - The State's proposal for the initiation of a class action grievance implicating more than one agency at Step 3 ensures that all such grievances are initially presented to the Department of Management Services rather than separately to various agencies to ensure a consistent enterprise-wide response. The Department of Management Services would discuss the grievance with the Union and any implicated agency, coordinate the grievance process, and communicate a decision within 15 days following receipt of the class action grievance.</p>

**Police Benevolent Association  
Law Enforcement Unit - State Personnel System  
Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: December 11, 2017  
Negotiations for Fiscal Year 2018-19 Reopener Agreement  
Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued)	<p>12/11/17: Revised State Proposal</p> <p><u>Section 3(G)(5)</u> - The State proposes that an arbitrator shall issue a decision no later than 30 business days, rather than the current 22 business days, from the date of the closing of the hearing or the submission of briefs, whichever is later.</p>	<p>12/11/17: The Union is presently reviewing the State's proposal, including 12/11/17 revisions.</p>	<p>12/11/17: Revised State Proposal</p> <p><u>Section 3(G)(5)</u> - The State's proposal to increase the number of business days afforded to an arbitrator to issue a decision to 30 will provide an additional 8 business days for the arbitrator to consider the grievance and render a final and binding decision.</p>
14 - Performance Review	<p>11/6/17: Union proposal is under review; response forthcoming.</p>	<p>11/6/17: <u>Section 1(A)</u> - The Union proposes language that the DHSMV's performance evaluation policy be referenced as well as DMS Rule 60L-35, Florida Administrative Code, which would make these provisions grievable under Section (E) as described below.</p> <p><u>Section 1 (E)</u> - The Union proposes that an employee's overall performance review score (below expectations or unacceptable) shall be grievable if it is alleged that a violation of Section 1 or Section 2 of this article has occurred.</p>	<p>11/6/17: Performance evaluations are currently grievable only if it serves as the basis for a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal.</p>

**Police Benevolent Association**  
**Law Enforcement Unit - State Personnel System**  
**Current Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 11, 2017**  
**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 – Hours of Work, Leave and Job-Connected Disability		<p>11/6/17: <u>New Section 11</u> - The Union proposes that the DHSMV 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. Agency ordered medical examinations shall be in accordance with the provisions of Rule 60L-34, F.A.C. 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.</p>	<p>11/6/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict how often this occurs, how many hours it takes, whether the employee has leave credits, the employee's base rate of pay, etc.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
18 – Hours of Work, Leave and Job-Connected Disability (continued)	12/11/17: Section 5(B) - The State proposes the elimination of contract language which provides for a 40 hour workweek for the purpose of overtime calculation, rather than an 80 or 160 hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory.		12/11/17: Section 5(B) - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages	<p>11/17/17: Section 2 - The Governor's Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.</p>	<p>11/6/17: The Union proposes discussions to determine if wage negotiations will be handled via a "universal" wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.</p>	<p>12/11/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict which agencies, if any, will not submit a recruitment and retention plan.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages (continued)		<p>1. In determining the content of the recruitment and retention plans, the Union proposes that the DHSMV must present a plan to the Governor, DMS and the PBA no later than 1/17/18.</p> <p>2. The Union proposes an alternate pay raise for FY 2018-19 if the DHSMV does not propose a recruitment and retention plan which includes:</p> <p>(a) A 7% base salary adjustment for bargaining unit employees employed as of 6/30/17 to be effective 7/1/18 - \$5 million for 1,287 FTE (amount includes retirement/FICA impacts)</p> <p>(b) A 3% base salary adjustment (in addition to the aforementioned 7%) for bargaining unit employees with 10 or more years of service to be effective 10/1/18 or on the date the years of service standard is met - \$735,000 for 504 FTE meeting the 10 years criterion (amount includes retirement/FICA impacts)</p> <p>3. The Union proposes that if the DHSMV plan is for a pay adjustment for the minimum starting pay of a classification, a wage compression adjustment shall be included in order to address resulting compression issues which may result.</p>	<p>OPB costing of Union's proposal of an alternative pay raise for FY 2018-19 if the DHSMV does not propose a recruitment and retention plan:</p> <p>(a) A 7% base salary adjustment for bargaining unit employees employed as of 6/30/17 to be effective 7/1/18 - \$5 million for 1,287 FTE (amount includes retirement/FICA impacts)</p> <p>(b) A 3% base salary adjustment (in addition to the aforementioned 7%) for bargaining unit employees with 10 or more years of service to be effective 10/1/18 or on the date the years of service standard is met - \$735,000 for 504 FTE meeting the 10 years criterion (amount includes retirement/FICA impacts)</p>

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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	<p>11/17/17: The State proposes a modification of the Spouse Program: current 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.</p>	<p>11/6/17: The Union proposes that health insurance benefits and employee contributions shall remain unchanged for FY 2018-19</p>	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

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**For the PBA**

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

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Date

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

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

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

### **SECTION 3 – Procedures**

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

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

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

(D) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's

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showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the grievant, the grievant shall have the right to amend that part of his grievance.

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

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

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

**(1) Step 1.**

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

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

**For the State**

**For the PBA**

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**(2) Step 2.**

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

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

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

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

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

**(4) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been

**For the State**

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submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(5) Arbitration**

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

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

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

(d) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible

**For the State**

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

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

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

1. The arbitrator shall issue a decision not later than ~~22~~30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

**For the State**

**For the PBA**

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

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

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

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

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

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

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

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

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

**For the State**

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

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

#### SECTION 4 – Time Limits

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

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

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

#### SECTION 5 – Exceptions

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

(B) All grievances will be presented at ~~the initial step~~ Step 1 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as ~~set forth in Step 1~~ contained in Appendix B within 15 days

**For the State**

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Date

following the date on which the employee knew or should have known of the event ~~actual knowledge of the occurrence~~ giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 10(F) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

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

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

## **SECTION 6 – Expedited Arbitration**

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

(B) Expedited Arbitration Rules:

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

**For the State**

**For the PBA**

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Date

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Date

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

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

**For the State**

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Mike Mattimore  
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**For the PBA**

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Chief Negotiator

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**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Law Enforcement Officer Bargaining Unit  
November 6, 2017**

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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 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**

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

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

**SECTION 1 – Workday**

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

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

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

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

**SECTION 3 – Work Schedule**

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

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

**For the State**

**For the PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

#### **SECTION 4 – Rest Periods**

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

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

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

#### **SECTION 5 – Overtime**

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

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

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 6 – FLSA Compensatory Leave**

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

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

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

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

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

### **SECTION 7 – Special Compensatory Leave**

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

(B) Use of Special Compensatory Leave:

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

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

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

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

**For the State**

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

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Date

**For the PBA**

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

\_\_\_\_\_  
Date

**SECTION 8 – Sick Leave Pool and Sick Leave Transfer**

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

**SECTION 9 – Disability Leave with Pay**

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

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

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

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

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

**For the State**

**For the PBA**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SECTION 10 – Alternate Duty**

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

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

**For the State**

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

\_\_\_\_\_  
Date

**For the PBA**

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

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**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Law Enforcement Officer Bargaining Unit  
November 6, 2017**

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**Article 18 – Hours of Work and Overtime**

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

**\*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.

**EXHIBIT**

**E-2**

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Recruitment and Retention**

The Governor’s Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 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**

Career Service employees who have permanent status in their current position 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,

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Date

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

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

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Date

**For the PBA**

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

\_\_\_\_\_  
Date



### 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  
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**Article 25 - Wages**

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.

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

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

The employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2018-2019 except as follow:

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 – Death In-Line-Of-Duty Benefits**

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

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date



**Florida PBA Reopener Proposals  
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November 6, 2017**

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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.

**Police Benevolent Association - CBU 06 Wage Proposals  
Fiscal Year 2018-2019**

Union/Issue	Estimated Cost	Comments
<p>Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 7% for members employed as of June 30, 2018 to be effective July 1, 2018.</p>	<p align="center">\$5.0 million</p>	<p>It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. Downloaded all unit positions, transferred from PeopleFirst into LAS/PBS as of 12/21/17. Calculated a 7% increase for all positions (1,287 FTE). Amount includes retirement/FICA impacts.</p>
<p>Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 3% for members with 10 or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.</p>	<p align="center">\$734,000</p>	<p>It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. From the download above, after the 7% was applied, determined the positions that will meet at least 10 years of service as of 6/30/19. For those positions, calculated a 3% increase. Applied 75% for a 10/1 effective date. Amount includes retirement/FICA impacts. 504 FTE met the 10 year criterion. Note that if a position met the 10 year threshold on April 1, 2019, their increase is included for the full 9 month period.</p>



**Florida Police Benevolent Association**  
**Security Services Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>9/27/17: <u>Section 3(E)(1)</u> - The State proposes the elimination of the Oral Step from the grievance procedure. The proposal will require an employee having a grievance to file at Step 1 within 15 business days following the date on which the employee knew of the event giving rise to the grievance.</p> <p><u>Section 5(B)(2)</u> - The State proposes that grievances based on a dismissal, suspension, or demotion (as described in Article 7) be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 15 days following the event giving rise to the grievance.</p>	<p>9/27/17: The Union is taking the State's proposal under consideration.</p>	<p>9/27/17: <u>Section 3(E)(1)</u> - Based upon agency input, the State is proposing the elimination of the Oral Step from the grievance procedure, as it is rarely utilized.</p> <p><u>Section 5(B)(2)</u> - The initiation of a grievance that is based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal at Step 2 ensures that the grievance is handled at a level of management with the authority to adjust/resolve the grievance (e.g. agency head or designated representative).</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued)	<p>Section <u>5(B)(3)</u> - The State proposes that class action grievances implicating more than one agency be initiated at Step 3.</p> <p>11/30/17: Section 3(G)(1) - The State proposes that an arbitrator shall issue a decision no later than 30 business days, rather than the current 22 business days, from the date of the closing of the hearing or the submission of briefs, whichever is later.</p>	<p>11/30/17: The Union is presently reviewing the State's proposal.</p>	<p>Section <u>5(B)(3)</u> - The State's proposal for the initiation of a class action grievance implicating more than one agency at Step 3 ensures that all such grievances are initially presented to the Department of Management Services rather than separately to various agencies to ensure a consistent enterprise-wide response. The Department of Management Services would discuss the grievance with the Union and any implicated agency, coordinate the grievance process, and communicate a decision within 15 days following receipt of the class action grievance.</p> <p>11/30/17: Section <u>3(G)(1)</u> - The State's proposal to increase the number of business days afforded to an arbitrator to issue a decision to 30 will provide an additional 8 business days for the arbitrator to consider the grievance and render a final and binding decision.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
7 - Discipline and Discharge	11/30/17: Status quo	<p>9/27/17: Section 1(D)(2) - The Union proposes to amend this section to provide that an employee who receives a disciplinary suspension shall have the discretion to use Special Compensatory Leave or Annual Leave in the amount of 96 hours or less in lieu of the employee serving the suspension.</p> <p>Section 2 - The Union proposes new language related to the discipline of probationary employees. Specifically, the Union wants the inclusion of some form of "name clearing hearing" with the appropriate warden prior to the dismissal of a probationary employee.</p>	<p>9/27/17: Section 1(D)(2) - Presently the agency has sole discretion in substituting Special Compensatory Leave or Annual Leave for a suspension. In such cases, if the employee does not have sufficient special compensatory leave, annual leave may be deducted. Employees from whom leave is deducted will continue to report for duty.</p> <p>Section 2 - The Union contends that in many cases involving the dismissal of a probationary employee, the decision is made without providing the employee with an opportunity to appear before the agency or official taking the action to answer orally and in writing the charges against him or her. The State emphasizes that section 110.217(2), Florida Statutes states that an employee who has not attained permanent status in his or her current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 - Hours of Work/Overtime	11/30/17: Status quo	<p>9/27/17: Section 1(C) - The Union proposes the inclusion of language for employees who are assigned to an emergency area, as described in an Executive Order from the Governor, to be subject to a 40 hour workweek while so assigned.</p> <p>New Section 2(E) - The Union proposes a new section to ensure that Correctional Probation Officers shall not have their hours flexed for the purpose of avoiding the payment of overtime if they are:</p> <ol style="list-style-type: none"> <li>1. Assigned to excessive caseloads;</li> <li>2. Temporarily assigned to another officer's caseload;</li> <li>3. Performing instructor duties; or</li> <li>4. Working electronic monitoring call-outs.</li> </ol>	<p>9/27/17: Section 1(C) - Based upon agency input, the State is proposing the removal of this provision from the other three PBA Agreements due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.</p> <p>11/17/17: OPB costing estimate of Union's proposals - Indeterminate</p>

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<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
23 - Hours of Work/Overtime (continued)	11/30/17: Status quo	<p>Section 2(E) - The Union proposes that Correctional Probation Senior Officers (8039) and Correctional Probation Specialists (8040) be excluded from this section, which states that Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule.</p> <p>11/30/17: Section 5 - The Union proposes that Correctional Captains and Lieutenants who have reached the 240 maximum for the accrual of regular compensatory leave be paid at time-and-one half their base rate of pay for all hours worked in excess of the contracted hours for the pay period.</p>	<p>11/30/17: Captains and Lieutenants are exempt employees not eligible for overtime under the Fair Labor Standards Act. However, the State, though not required, provides for the accrual of regular compensatory leave credits, up to a maximum accrual of 240 hours at any time, for additional hours worked. The leave cap serves to limit the State's fiscal liability for this additional benefit.</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages		<p>9/26/17: Section 2 (A) - The PBA proposes that: 1. all eligible employees in the bargaining unit receive a competitive pay increase of 3% in their base rate of pay effective July 1, 2018;</p> <p>Section 2 (B) -The PBA proposes that all eligible employees with 5 years of service receive an additional 2% in their base rate of pay effective October 1, 2018;</p> <p>Section 2 (C) - All bargaining unit employees in the correctional probation class series shall have their base rate of pay adjusted by an additional \$2500.00 effective October 1, 2018;</p> <p>4. All bargaining unit employees assigned duties as an instructor or confinement officer shall receive a pay additive of 5% when performing such duties;</p>	<p>9/27/17: OPB costing estimate of the Union's proposal that all eligible employees in the bargaining unit receive a competitive pay increase of 3% in their base rate of pay effective July 1, 2018 - \$27.3M</p> <p>OPB costing estimate of the Union's proposal that all eligible employees with 5 years of service receive an additional 2% in their base rate of pay effective October 1, 2018 - \$7.4M</p> <p>OPB costing estimate of the Union's proposal that all bargaining unit employees in the correctional probation class series shall have their base rate of pay adjusted by an additional \$2500.00 effective October 1, 2018 - \$5.3M</p> <p>OPB costing estimate of the Union's proposal of all bargaining unit employees assigned duties as an instructor or confinement officer shall receive a pay additive of 5% when performing such duties - Indeterminate</p>

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ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)		<p>5. All promotional pay adjustments for bargaining unit employees shall be a minimum of 10%; and</p> <p>6. All bargaining unit employees with advanced criminal justice-related degrees (master or doctorate) shall receive a salary incentive in the amount of \$100.00 per month.</p>	<p>OPB costing estimate of the Union proposal that all promotional pay adjustments for bargaining unit employees shall be a minimum of 10% - Indeterminate</p> <p>OPB costing estimate of the Union's proposal that all bargaining unit employees with advanced criminal justice-related degrees (master or doctorate) shall receive a salary incentive in the amount of \$100.00 per month - \$359K</p>

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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)	<p>11/17/17: <u>Section 6 (A)(1)</u> - The State proposes that trainee pay be defined as 10% below the minimum base rate of pay for the class.</p> <p><u>Section 6 (A)(3)</u> - The State proposes that the pay upon appointment for persons holding a current certificate of completion for basic recruit training issued by the Criminal Justice Standards and Training Commission will be at the minimum base rate of pay for the class to which the appointment is made.</p> <p><u>Section 6 (C)</u> - The State proposes that when an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.</p> <p>(These provisions are to provide clarity to the current contract provisions on the aforementioned subjects.)</p>		

**Florida Police Benevolent Association  
Security Services Unit - State Personnel System  
Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: November 30, 2017  
Negotiations for Fiscal Year 2018-19 Reopener Agreement  
Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
26 - Uniform and Insignia	<p>11/30/17: <u>Section 3</u> - The State proposes to strike the current contract language referencing "C" uniforms, as recent uniform changes have resulted in the elimination of "C" uniforms.</p> <p><u>Section 3 (E)</u> - The State proposes that Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge</p> <p><u>Section 3 (G)</u> - The State proposes striking language related to correctional officers and correctional probation officers who are promoted or transferred to other positions retaining their badges if they are in good standing with the department and pay the cost of the badge.</p>	11/30/17: The Union is taking the State's proposal under consideration.	The Union and FDC will have further discussion regarding employees retaining a badge upon retirement, promotion or transfer.

**Florida Police Benevolent Association  
 Security Services Unit - State Personnel System  
 Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: November 30, 2017  
 Negotiations for Fiscal Year 2018-19 Reopener Agreement  
 Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
27 - Insurance Benefits	11/17/17: The State proposes a modification of the Spouse Program: current 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.	9/26/17: Section 1 - The PBA proposes the continuation of the current benefits structure with no increase to premiums paid by employees.	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the PBA shall indicate at the time the grievance is reduced to writing which procedure

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
Chief Negotiator

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Date

is to be used and such decision shall be binding on the grievant or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

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

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

### **SECTION 3 – Procedures**

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

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

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

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

**For the State**

**For the PBA**

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Date

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

**(1) — Oral Discussion**

~~(a) — An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the grievant or the grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the grievant and the grievant's representative, if any, within 10 days following the date the grievance is received at the Oral Step.~~

~~(b) — Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.~~

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

~~(d) — The Oral Step representative for correctional institutions shall be the Chief Correctional Officer or designee. The Oral Step representative for community corrections shall be the Circuit Administrator, or designee. The Oral Step representative for employees in the institutional security specialist series shall be the Security Chief or designee.~~

**(2) Step 1**

~~(a) If the grievant elects to utilize the oral discussion step and the grievance is not resolved, the grievant or the designated grievance representative may submit it in writing to the Step 1 management representative within 10 days following the receipt of the oral step decision. If the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed. An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or the designated grievance representative shall submit to the Step 1 Management Representative a grievance form as~~

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contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

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

**(32) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it in writing to the Agency Head or designated representative within 10 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When

(b) The Agency Head or designated representative may meet with the grievant and/or the grievant's representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

**For the State**

**For the PBA**

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Mike Mattimore  
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Gene "Hal" Johnson  
Chief Negotiator

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Date

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

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

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

(b) The Department of Management Services shall communicate a decision in writing to the grievant and his representative within 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

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

**(54) Grievance Mediation**

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(d) below may be

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**For the PBA**

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extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(65) Arbitration**

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

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

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

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Chief Negotiator

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

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

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

1. The arbitrator shall issue a decision not later than ~~22~~30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
Chief Negotiator

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

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Rules of the State Personnel System unless such authority is modified by this Agreement; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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

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

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

#### **SECTION 4 – Time Limits**

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

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

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

#### **SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance: (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is, at the same time, the subject of an administrative action, an appeal before a governmental board or agency, or a court proceeding.

(B) All grievances will be presented at ~~the Oral Step or~~ Step 1, with the following exceptions:

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
Chief Negotiator

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Date

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

(2) If the grievance arises from an agency action listed in Article 7(1)(B) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance.

~~(23) The PBA shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure of this procedure, in accordance with the provisions set forth herein, by submitting a grievance form as contained in Appendix B, within 15 days of following the occurrence of the event giving rise to the grievance.~~

(C) An employee who has not attained permanent status in his current position and therefore may be disciplined without a showing of cause may only file non-discipline grievances unless the processing of such grievances is further limited by specific provisions of this Agreement.

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

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

(B) Expedited Arbitration Rules:

**For the State**

**For the PBA**

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

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

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(E)(6) of this procedure shall be applicable.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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**For the PBA**

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Gene "Hal" Johnson  
Chief Negotiator

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Date

**Article 7**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 – Discipline of Permanent Status Employees**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I.

(1) Such actions against employees with permanent status in their current position for disciplinary reasons may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable

(2) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; the decision at that level shall be final and binding.

(B) As an alternative to the grievance procedure, an employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with the Public Employees Relations Commission (PERC) within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), Florida Statutes.

(C) Where a disciplinary action may be appealed to PERC and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

**For the State**

**For the PBA**

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Mike Mattimore  
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Date

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Date

(D) For disciplinary suspensions, the following shall apply:

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension, and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

(2) The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. The agency has sole discretion in making such determination. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

## **SECTION 2 – Discipline of Probationary Employees**

Pursuant to Section 110.217(2), Florida Statutes, an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), Florida Statutes, an agency may discipline or dismiss a probationary employee without a showing of cause.

## **SECTION 3 – Counseling**

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; however, such

**For the State**

**For the PBA**

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documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

**SECTION 4 – Interrogation during Internal Investigations**

In the course of any internal investigation, the interrogation methods employed will be consistent with sections 112.532 and section 112.533, Florida Statutes.

**(A) Definitions**

For the purpose of this section the following definitions of terms as used in section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

**(B) Procedures**

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
Chief Negotiator

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Date

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Date

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
Chief Negotiator

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Date

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Date

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the PBA shall be investigated by the agency. The agency shall provide the employee and the PBA with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift

**For the State**

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and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

**SECTION 5 – Employee Copy**

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee’s response shall be placed in the employee’s personnel file.

**SECTION 6 – Notice**

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), Florida Statutes.

**SECTION 7 – Representation**

Where PBA representation is requested by an employee during an investigation by the agency Inspector General’s Office, or during a predetermination conference, a PBA steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward’s immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a PBA Representative in a predetermination conference, the PBA Representative shall be notified of the disposition of the predetermination conference.

**For the State**

**For the PBA**

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

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**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/OVERTIME**

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

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

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

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

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

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

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

**For the State**

**For the PBA**

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Date

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

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

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

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

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

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

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly

**For the State**

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scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

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

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

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours

**For the State**

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pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, Florida Administrative Code.

**SECTION 5 – Non-Required Work Time**

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

**SECTION 6 – Special Compensatory Leave**

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

**For the State**

**For the PBA**

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

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

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

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

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

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

(E) Pay Provision for Special Compensatory Leave.

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

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

**For the State**

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

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

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

**SECTION 7 – Compulsory Disability Leave**

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

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
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**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 <sup>the</sup> this purpose~~s~~ of avoiding payment of overtime.
- 3) Amend Section 2(E) to exclude correctional probation senior officer and specialist. C

**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 rate of pay) for all hours worked in excess of 240 hours of regular compensatory time.

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – 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 3 – Cash Payout of Annual Leave**

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

**SECTION 4 – Performance Pay**

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

**SECTION 5 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

**SECTION 6 – Other Pay Provisions – Department of Corrections**

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

(A) Initial Appointment

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

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

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

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

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

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

**For the State**

**For the PBA**

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Date

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Date

(B) Pay upon Promotion Appointment

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

(C) Pay upon Demotion Appointment

When an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted. ~~When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:~~

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

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

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

**For the State**

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Date

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~~at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.~~

**For the State**

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

**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 26**  
**UNIFORM AND INSIGNIA**

**SECTION 1 – Uniform and Insignia for Correctional Officers and Institutional Security Specialists**

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females.

**SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists**

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

**SECTION 3 – Badges**

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge holders and in accordance with department procedure.

**For the State**

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Date

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "CB" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(C) The use of an issued badge as a credential for personal purposes is prohibited.

(D) Issued badges are considered state property and, except for retirement under specific conditions or death in the line of duty, are to be returned upon an employee's termination of employment with the department or removal from a position in the Security Services Unit. Only badges, which are issued by the department, shall be used to conduct officially designated duties. Employees shall be responsible for reimbursing the department for any issued badge which is lost.

(E) Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee's next of kin.

~~(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.~~

**SECTION 4 – Class "A" Uniforms**

Employees shall not be required to wear Class "A" uniforms while on hospital duty.

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Gene "Hal" Johnson  
Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

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

**For the State**

**For the PBA**

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

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Chief Negotiator

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Date

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Date

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

**Article 27 – Insurance**

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

**Police Benevolent Association - CBU 08 Wage Proposals  
Fiscal Year 2018-2019**

Union/Issue	Estimated Cost	Comments
All eligible employees in the bargaining unit receive a competitive pay increase of 3% in their base rate of pay effective July 1, 2018	\$27.3M	Utilized positions downloaded from the PeopleFirst system for CBU 08 as of October 12, 2017. Calculated a 3% increase for 19,471 FTE. Amount includes retirement impacts.
All eligible employees with 5 years of service receive an additional 2% in their base rate of pay effective October 1, 2018	\$7.4M	Utilized positions downloaded from the PeopleFirst system for CBU 08 as of October 12, 2017. Calculated the number of years between October 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). Calculated a 2% increase for 9,412 FTE using the salary rate after the 3% above was applied. Prorated for 9 Months. Amount includes retirement impacts.
All bargaining unit employees in the correctional probation class series shall have their base rate of pay adjusted by an additional \$2500.00 effective October 1, 2018	\$5.3M	Utilized positions downloaded from the PeopleFirst system for CBU 08 as of October 12, 2017. Calculated a \$2,500 increase for 2,185 FTE in the following class codes: 8036, 8037, 8039, 8040, 8041, 8045, and 8046. Prorated for 9 months. Amount includes retirement impacts.
All bargaining unit employees assigned duties as an instructor or confinement officer shall receive a pay additive of 5% when performing such duties	Indeterminate	The Department of Corrections provided the number of positions assigned to confinement and instructor duties, but need current salary and retirement code in order to calculate an increase.
All promotional pay adjustments for bargaining unit employees shall be a minimum of 10%	Indeterminate	Need additional detail regarding how often the promotions occur, the current base rate of the position being promoted from, and the retirement code.
All bargaining unit employees with advanced criminal justice-related degrees (master or doctorate) shall receive a salary incentive in the amount of \$100.00 per month	\$359k	The Department of Corrections indicated that 243 staff meet this criteria. At \$1,200 annually, the cost would total \$291,600. After adding special risk retirement of 23.27%, the amount at left was calculated.  Do not have information regarding eligible staff in other agencies.

**PBA - Special Agent  
Unit**

**Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
**Current Agreement Expires June 30, 2020**  
**Status of Collective Bargaining Negotiations as of: December 11, 2017**  
**Negotiations for Fiscal Year 2018-19 Reopener Agreement**  
**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure	<p>11/6/17: <u>Section 3(G)(1)</u> - The State proposes the elimination of the Oral Step from the grievance procedure. The proposal will require an employee having a grievance to file at Step 1 within 15 business days following the date on which the employee knew of the event giving rise to the grievance.</p> <p><u>Section 5(B)(2)</u> - The State proposes that grievances based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal (as described in Article 7) be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 of the grievance procedure within 15 days following the event giving rise to the grievance.</p>	<p>11/6/17: The Union is presently reviewing the State's proposal.</p>	<p>11/6/17: <u>Section 3(G)(1)</u> - Based upon agency input, the State is proposing the elimination of the Oral Step from the grievance procedure, as it is rarely utilized.</p> <p><u>Section 5(B)(2)</u> - The initiation of a grievance that is based on a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal at Step 2 ensures that the grievance is handled at a level of management with the authority to adjust/resolve the grievance (e.g. agency head or designated representative).</p>

**Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
6 - Grievance Procedure (continued)	<p><u>Section 5(B)(3)</u> - The State proposes that class action grievances that implicates more than one agency shall be initiated at Step 3.</p>	<p>12/11/17: Revised State Proposal</p> <p><u>Section 3(G)(6)</u> - The State proposes that an arbitrator shall issue a decision no later than 30 business days, rather than the current 22 business days, from the date of the closing of the hearing or the submission of briefs, whichever is later.</p>	<p>Section <u>5(B)(3)</u> - The State's proposal for the initiation of a class action grievance implicating more than one agency at Step 3 ensures that all such grievances are initially presented to the Department of Management Services rather than separately to various agencies to ensure a consistent enterprise wide response. The Department of Management Services would discuss the grievance with the Union and any implicated agency, coordinate the grievance process, and communicate a decision within 15 days following receipt of the class action grievance.</p> <p>12/11/17: Revised State Proposal</p> <p>Section <u>3(G)(6)</u> - The State's proposal to increase the number of business days afforded to an arbitrator to issue a decision to 30 will provide an additional 8 business days for the arbitrator to consider the grievance and render a final and binding decision.</p>

**Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 – Workday, Workweek and Overtime		<p>11/6/17: New Section 6 - The Union proposes that the FDLE 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. Agency ordered medical examinations shall be in accordance with the provisions of Rule 60L-34, F.A.C. 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.</p>	<p>11/6/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict how often this occurs, how many hours it takes, whether the employee has leave credits, the employee's base rate of pay, etc.</p>

**Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
23 – Workday, Workweek and Overtime (continued)	<p>12/11/17: <u>Section 1(B)</u> - The State proposes the elimination of contract language which provides for a 40 hour workweek for the purpose of overtime calculation, rather than an 80 or 160 hour work period, for employees who, when an emergency is declared by the Governor, are assigned to the impacted geographic territory.</p>		<p>12/11/17: <u>Section 1(B)</u> - Based upon agency input, the State is proposing the removal of this provision due to the administrative burden to effectuate and the mixed positive/negative impact on actual employees as a result of the adjusted extended work periods required by the provision.</p>

**Police Benevolent Association  
Special Agent Unit - State Personnel System  
Current Agreement Expires June 30, 2020**

**Status of Collective Bargaining Negotiations as of: December 11, 2017**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 – Wages	<p>11/17/17: <u>Section 2</u> - The Governor's Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.</p>	<p>11/6/17: The Union proposes discussions to determine if wage negotiations will be handled via a "universal" wage proposal for all state agencies or, alternatively, handled on an agency-specific basis.</p> <p>11/6/17: The Union proposes a 5% pay additive for employees assigned to the FDLE SWAT program.</p>	<p>11/6/17: OPB costing estimate of Union's proposal for 5% pay additive for employees assigned to the FDLE SWAT program - To be determined.</p>
		<p>12/11/17: The Union proposes, based on the Governor's FY 2018-19 budget recommendations, that the FDLE should implement an individualized recruitment and retention plan after negotiating the terms of such plans with the PBA.</p>	<p>12/11/17: OPB costing estimate of Union's proposals - Indeterminate due to the inability to predict which agencies, if any, will not submit a recruitment and retention plan.</p>

**Police Benevolent Association**  
**Special Agent Unit - State Personnel System**  
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**Unresolved Articles**

ARTICLE	STATE PROPOSAL	UNION PROPOSAL	COMMENTS
25 - Wages (continued)		<p>1. In determining the content of the FDLE's recruitment and retention plan, the Union proposes that the FDLE must present a plan to the Governor, DMS and the PBA no later than 1/17/18.</p> <p>2. The Union proposes an alternate pay raise for FY 2018-19 if the FDLE does not propose a recruitment and retention plan which includes:</p> <p>(a) A 7% base salary adjustment for bargaining unit employees employed as of 6/30/17 to be effective 7/1/18</p> <p>(b) A 3% base salary adjustment (in addition to the aforementioned 7%) for bargaining unit employees with 10 or more years of service to be effective 10/1/18 or on the date the years of service standard is met.</p> <p>3. The Union proposes that if the FDLE's plan is for a pay adjustment for the minimum starting pay of a classification, a wage compression adjustment shall be included in order to address resulting compression issues which may result.</p>	<p>OPB costing of Union's proposal of an alternative pay raise for FY 2018-19 if the FDLE does not propose a recruitment and retention plan:</p> <p>(a) A 7% base salary adjustment for bargaining unit employees employed as of 6/30/17 to be effective 7/1/18 - \$1.6 million for 329 FTE (amount includes retirement/FICA impacts)</p> <p>(b) A 3% base salary adjustment (in addition to the aforementioned 7%) for bargaining unit employees with 10 or more years of service to be effective 10/1/18 or on the date the years of service standard is met - \$224,000 for 118 FTE meeting the 10 years criterion (amount includes retirement/FICA impacts)</p>

**Police Benevolent Association  
Special Agent Unit - State Personnel System  
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Unresolved Articles**

<b>ARTICLE</b>	<b>STATE PROPOSAL</b>	<b>UNION PROPOSAL</b>	<b>COMMENTS</b>
27 - Insurance Benefits	11/17/17: The State proposes a modification of the Spouse Program: current 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.	11/6/17: The Union proposes that health insurance benefits and employee contributions shall remain unchanged for FY 2018-19	

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

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

**SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

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

**For the State**

**For the PBA**

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

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Gene “Hal” Johnson  
Chief Negotiator

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Date

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Date

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

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

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

### **SECTION 3 – Procedures**

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

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

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

**For the State**

**For the PBA**

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

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Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

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

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

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

~~(1)~~ **Oral Discussion**

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

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

~~(2)~~ **Step 1**

~~(a) If the grievant elects not to utilize the oral discussion provision of this section he~~ An employee having a grievance may, within 15 days following the occurrence of

**For the State**

**For the PBA**

\_\_\_\_\_  
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Date

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Date

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

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

**(32) Step 2**

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

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

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

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

**For the State**

**For the PBA**

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Date

form must contain the same information as a grievance filed at Step 1.

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

**(54) Grievance Mediation**

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

**(65) Step 4 – Arbitration**

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
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Date

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

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

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

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

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
Chief Negotiator

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Date

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Date

the following provisions and limitations:

1. The arbitrator shall issue a decision not later than ~~22~~30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

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

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

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

**For the State**

**For the PBA**

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

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Date

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Date

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

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

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

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

#### **SECTION 4 – Time Limits**

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

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

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

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

**For the State**

**For the PBA**

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

\_\_\_\_\_  
Gene "Hal" Johnson  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

question.

## SECTION 5 – Exceptions

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

(B) All grievances will be presented at ~~the initial step~~ Step 1 with the following exceptions:

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

(2) If the grievance arises from an agency action listed in Article 7(2)(D) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the occurrence of the event giving rise to the grievance.

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

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

**For the State**

**For the PBA**

\_\_\_\_\_  
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Chief Negotiator

\_\_\_\_\_  
Date

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Date

**SECTION 6 – Expedited Arbitration**

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

(B) Expedited Arbitration Rules:

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

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

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(6) of this procedure shall be applicable.

**For the State**

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

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**For the PBA**

\_\_\_\_\_  
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Chief Negotiator

\_\_\_\_\_  
Date

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

**SECTION 1 – Overtime**

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

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

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

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

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

**For the State**

**For the PBA**

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

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

## **SECTION 2 – Workday**

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

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight hour increments, provided this can be done prior to the end of the extended work period.

## **SECTION 4 – Rest Periods**

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

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

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

## **SECTION 4 – Sick Leave Pool and Sick Leave Transfer**

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

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

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code.

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Date

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Date

(B) Use of Special Compensatory Leave:

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

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

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

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of a facility during emergency conditions.

**For the State**

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**For the PBA**

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**Florida PBA Reopener Proposals  
Contract Year 2018-2019  
Special Agent Bargaining Unit  
November 6, 2017**

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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.

**DISABILITY LEAVE**

**November 6, 2017**

**Version 1**

**\*New Section 6 for Special Agent**

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.

**EXHIBIT**

**E-2**

**Article 25**  
**WAGES**

**SECTION 1 – General Pay Provisions**

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

**SECTION 2 – Recruitment and Retention**

The Governor’s Budget Recommendations provide for compensation to recruit and retain qualified law enforcement officers employed full time by a state agency and whose primary responsibility is the prevention and detection of crime or the enforcement of the laws of the state. The available compensation funds will be administered through a plan developed for each agency with the purpose of enhancing the recruitment and retention of law enforcement employees. Each plan will include detailed information on strategies to address recruitment and retention along with eligible classes, criteria and the timing of any wage adjustments. The plan shall include verifiable supporting documentation as required by the 2018-2019 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 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**

Career Service employees who have permanent status in their current position 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,

**For the State**

**For the PBA**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

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

**SECTION 6 – Discretionary Competitive Pay Adjustments**

In accordance with the authority provided in the Fiscal Year 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**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date



**Article 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.

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.



**Florida PBA Reopener Proposals  
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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.
  
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.

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

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

The employee share of premiums for the State Employees Group Health Insurance Plan shall remain unchanged for Fiscal Year 2018-2019 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 – Death In-Line-Of-Duty Benefits**

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

**For the State**

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

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Date

**For the PBA**

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General Counsel and Chief Negotiator

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Date



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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.

Police Benevolent Association - CBU 10 Wage Proposals Fiscal Year 2018-2019		
Union/Issue	Estimated Cost	Comments
Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 7% for members employed as of June 30, 2018 to be effective July 1, 2018.	\$1.6 million	It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. Downloaded all unit positions, transferred from PeopleFirst into LAS/PBS as of 12/21/17. Calculated a 7% increase for all positions (329 FTE). Amount includes retirement/FICA impacts.
Article 25 - For agencies that do not propose a Recruitment and Retention Plan, propose a base salary pay adjustment for bargaining unit members of 3% for members with 10 or more years of service, such increase to be effective October 1, 2018, or on the date the years of service standard is met.	\$224,000	It is not currently possible to determine which agencies will not propose a Recruitment and Retention Plan, therefore the proposed increase is calculated for all unit positions. From the download above, after the 7% was applied, determined the positions that will meet at least 10 years of service as of 6/30/19. For those positions, calculated a 3% increase. Applied 75% for a 10/1 effective date. Amount includes retirement/FICA impacts. 118 FTE met the 10 year criterion. Note that if a position met the 10 year threshold on April 1, 2019, their increase is included for the full 9 month period.