

State of Florida
Florida Highway Patrol Bargaining Unit
Notice of Ratification Election

As you are aware this past several years have been very difficult for State employees and Florida Highway Patrol troopers. This year the PBA and its lobbyists battled with the State and the legislature over major issues such as pension benefits, health insurance, health insurance subsidies and wages. With the help of Governor Charlie Crist, the Florida PBA was successful in beating back changes that would have harmed your retirement and health insurance benefits. Layoffs were also successfully beaten back. Still, the PBA recognizes that your wages went unchanged.

Now it is time to ratify the new collective bargaining agreement with the State. It is largely a "status quo" contract, meaning nothing much has changed. However, it is extremely important to ratify the agreement and protect the benefits you have in place! As you have all seen this year, the State's financial position is poor and when it is poor, the tendency of the legislature (politicians) is to take benefits away from State employees. If the contract benefits are not protected by a ratified agreement, they can be modified or, eventually, lost!

THE FLORIDA PBA AND I, PERSONALLY, URGE YOU TO VOTE "FOR THE AGREEMENT." IT IS THE ONLY WAY TO PROTECT WHAT WE HAVE! AND, WE'LL KEEP FIGHTING TO PROTECT AND IMPROVE YOUR BENEFITS! THANKS FOR LISTENING AND STAY SAFE. ~ Bill Smith, President, Florida Highway Patrol Chapter

REMEMBER: THE COLLECTIVE BARGAINING AGREEMENT MUST BE RATIFIED IN ORDER TO PROTECT THE WAGES AND BENEFITS CONTAINED IN THE AGREEMENT. DON'T LEAVE YOUR BENEFITS IN THE HANDS OF THE POLITICIANS! VOTE "FOR" THE AGREEMENT.

Set out below is an explanation of the ratification election procedure.

ELECTION PROCEDURE:

1. *Election Notice* mailed to all bargaining unit employees by **August 12, 2010**, containing the Notice of Ratification Election and explanation of voting procedure.
2. *Election Notice and Ballot* mailed to all bargaining unit employees on **August 26, 2010**, containing the following:
 - a. Notice of Ratification Election
 - b. Ratification Ballot
 - c. Secret Ballot Envelope
 - d. Return Envelope
3. *Election Count Meeting*. **All ballots must be received in the Florida P.B.A. Tallahassee Office by 3:00 p.m. on September 9, 2010.** The ratification election vote count is open to all bargaining unit employees regardless of membership and will be held at **3:30 p.m., Thursday, September 9, 2010**, at the Florida P.B.A. Office, 300 East Brevard Street, Tallahassee, Florida [(800) 733-3722]. The results will be announced at the end of the election vote count. The majority of the votes cast for or against the agreement will determine whether or not the contract is ratified.
4. All bargaining unit employees are eligible to vote, regardless of membership in Florida P.B.A.

CLASSES ELIGIBLE TO VOTE

Employees in the following working titles are eligible to vote:

Florida Highway Patrol Trooper	Florida Highway Patrol Pilot II
Florida Highway Patrol Sergeant	Florida Highway Patrol Trooper II
Florida Highway Patrol Pilot I	Florida Highway Patrol Investigator II

Information relating to or a copy of the proposed agreement can be obtained by calling Florida PBA at (800) 733-3722 or viewed at www.flpba.org.



Ken Wilson, Election Trustee



AGREEMENT

THE STATE OF FLORIDA

and

THE FLORIDA POLICE
BENEVOLENT ASSOCIATION

Florida Highway Patrol Bargaining Unit

Upon Ratification through June 30, 2013

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the "State") and the FLORIDA POLICE BENEVOLENT ASSOCIATION, (hereinafter called the "PBA") representing the employees in the Florida Highway Patrol Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 1
RECOGNITION**

(A) The State hereby recognizes the PBA as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida Highway Patrol Bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1634 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

**Article 2
GENDER REFERENCE**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) During the term of this Agreement, the State, by and through the Department of Highway Safety and Motor Vehicles (DHSMV), agrees to deduct PBA membership dues and uniform assessments, if any, in an amount established by the PBA and certified in writing by the President of the PBA or his designee to the State from the pay of those employees in the bargaining Unit who individually make such request on a written checkoff authorization form provided by the PBA (Appendix B). Such deductions will be made by the DHSMV when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the DHSMV.

(B) The PBA shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

SECTION 2 - Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of the PBA or his designee, by the DHSMV on either a biweekly or monthly cycle along with a list containing the names and social security numbers of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, State Health Insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for PBA dues and/or uniform assessments shall continue until either: (A) revoked by the employee by providing the State and the PBA with thirty (30) days written notice that he is terminating the prior checkoff authorization; (B) revoked pursuant to Section 447.507, Florida Statutes; (C) the termination of employment; or (D) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The PBA shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The PBA shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

The State will not deduct any PBA fines, penalties, or special assessments from the pay of any employee.

SECTION 7 - Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the PBA shall be the only form used by bargaining Unit employees who wish to initiate dues deduction and shall contain all the information required by the Form prior to submission to the State. Any change in this Form will not affect deductions authorized by forms that the parties have previously agreed to.

(B) The State will not be required to process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the State more than sixty (60) days following the date of the employee's signature. The State will return invalid Dues Checkoff Authorization Forms to the PBA.

**Article 4
NO DISCRIMINATION**

SECTION 1 - Non-Discrimination Policy - State-Federal Law

(A) The State and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The PBA shall have the right to consult on issues of discrimination or sexual harassment with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of discrimination or sexual harassment by an employee against the State, its officials or representatives, except for grievances related to PBA membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 - Non-Discrimination Policy - PBA Membership

Neither the State nor the PBA shall interfere with the right of Florida Highway Patrol employees covered by this Agreement to become or refrain from becoming members of the PBA, and neither the State nor the PBA shall discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the first year of the initial collective bargaining agreement that the PBA may contact the DHSMV for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency's current affirmative action program and efforts to comply with the Americans with Disabilities Act.

Article 5 EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 - Representation

(A) From employees in the bargaining unit, the PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. The State will not recognize any grievance or staff representative whose name does not appear on the appropriate list. In addition, the PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person so selected and designated by the PBA.

(B) Where PBA representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at, any meeting held concerning the grievance.

SECTION 2 - Representative Access

The State agrees that recognized representatives of the PBA shall have access to the premises of the State which are available to the public. If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 3 - Documents

(A) The State shall provide the PBA with the following:

(1) When the DHSMV sends out information which affects a bargaining unit employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will also be sent a copy of the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency's rules, regulations and policies which affect bargaining unit employee's terms and conditions of employment covered by this Agreement and which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on the internet any of the

documents referenced in this part for use by its employees, such shall serve as the copies furnished to the PBA. This does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur.

(B) The State shall provide each bargaining unit employee with the following:

(1) Access to a copy of the applicable Rules of the State Personnel System; and

(2) A copy of any department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Changes and updates shall be furnished to the employee as they occur. Employees shall execute a receipt when receiving the above documents which shall be placed in the employee's personnel file.

(C) An employee claiming that he has been denied access to a copy of the Rules of the State Personnel System shall notify the DHSMV personnel office and request a copy of the Rules of the State Personnel System desired. Only after such request has been made and denied may a grievance on Paragraph 1 be filed.

SECTION 4 - Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or his designated representatives shall meet and consult on a quarterly basis with three (3) PBA representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the DHSMV Agency Head and/or his designated representatives shall meet and consult with not more than two (2) PBA representatives from the DHSMV and PBA Staff Representative. Such meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the DHSMV. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities which affect Unit employees; and no such meeting shall be used for the purpose of

discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 5 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which any bargaining unit employees are assigned, wall space not to exceed 24" x 36" for PBA -purchased bulletin boards.

(B) When requested in writing, the State agrees to furnish at an academy in an DHSMV-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA,
- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate any law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 6 - Class Specifications and Rules Maintained

The State will maintain on the internet the classification specifications and the Rules of the State Personnel System which it has published, and which affect employees within the bargaining unit.

SECTION 7- Negotiations

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

(B) The PBA may designate up to four (4) employees within the Unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of any employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per FHP region shall attend a single day session.

SECTION 8 –Changes To Policies

(A) The State shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may obtain an opportunity to consult with the DHSMV on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful the matter will be referred to Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit, and relate to mandatory subjects of bargaining, the PBA and the State shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay, in those instances where

there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 9 – Academy Access

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date time and location of such training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement and to describe the organization and benefits. Said presentation will not last longer than thirty (30) minutes, unless a longer period is mutually agreed to by the PBA and the DHSMV, and may be made only once per class at a time mutually selected in advance by the PBA, the representative of the head of the academy and the DHSMV agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues for deduction.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and the PBA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered 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, 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.

(B) "Employee" 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 calendar days, excluding any day observed as a holiday pursuant to the Rules of the State Personnel System. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee 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 employee or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or the PBA. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA 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 employee and the PBA representative, and any decision mutually agreed to by the State and the PBA shall be binding on the employee.

(C) If the employee is not represented by the PBA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The PBA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(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 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.

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. 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 employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either the PBA or the State in other cases.

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without

loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

(H) 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.

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known 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 just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

(A) If the grievance is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If, at the initial written step, the PBA declined to represent the employee because he was not a

member of the PBA, the employee may appeal the grievance to arbitration. 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. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) 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 his decision not later than fourteen (14) 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, 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 his decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The arbitrator shall be without power or authority to make any 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) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the PBA will evenly split the arbitrator's fee and expenses.

(d) 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 employee, 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 mutual 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 with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit 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. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances are amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any 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 in instances of mutual agreement.

(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 (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) hours in duration, with each party limited to two (2) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall be no post-hearing briefs, although either party may submit written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

Article 7 INTERNAL INVESTIGATIONS

SECTION 1 - Internal Investigations

(A) The parties recognize that Florida Highway Patrol_personnel occupy a special place in American society. Therefore, it is understood that the State has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol_personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the State reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law (including but not limited to Section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the State will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given forty-eight (48) hours to contact, consult with and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses will be made available for review at least one (1) hour prior to the commencement of the interview in accordance with Section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request and be granted additional time unless the request is made for the purposes of delay. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of a Florida Highway Patrol_officer shall comply with the provisions of Florida Statutes, Section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) 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 with pay.

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

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within forty-five (45) days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the Agency head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds one hundred and twenty (120) days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The State will make a good faith effort to train persons who investigate charges against Florida Highway Patrol employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When bargaining Unit employees are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol bargaining unit.

(3) An employee who does not have permanent status in the Career Service System may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in the affected broadband level shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the DHSMV's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the

employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points shall be used as prescribed in this section.

(B) If there is to be a layoff of employees the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

SECTION 2 - Recall

(A) For a period of six (6) calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) Employees who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

SECTION 3 - Retirement Benefits

Pursuant to Section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period of not to exceed twelve (12) calendar months due to a "layoff" by the State shall not constitute a break in the continuous service requirement as provided in Section 121.021, Florida Statutes, for special risk members.

SECTION 4 - Job Security

(A) The State shall notify the PBA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Thirty (30) days prior to the actual layoff decision, the State will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the thirty (30) days bargaining period. The union will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least thirty (30) days prior to affecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of Unit employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that bargaining Unit employees are impacted by the changes under Chapter 447, Florida Statutes, it will notify the PBA of the changes.

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTION

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class within the DHSMV in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Occupational level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one occupational level to a different position in the same occupational level with the same essential knowledge, skills and abilities, regardless of the location of the position.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

(F) "Promotion" shall mean the moving of an employee from a position in one occupational level to a different position in another occupational level having a higher maximum salary, provided the position in the higher occupational level is in the bargaining Unit.

(G) "Demotion" shall mean the moving of an employee from a position in one occupational level to a different position in another class/occupational level having a lower maximum salary.

SECTION 2 – Reassignment, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in the Career Service System may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such Requests shall indicate the county(ies) and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for reassignment for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All Request for Reassignment Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

(D) Except where a vacancy is filled by demotion, or where reassignment is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) Provided the reassignment is in the best interest of the agency, the hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the occupational level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the occupational level is not selected for the vacant position, the Agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(G) When an employee has been reassigned 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 twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for

reassignment to the county(ies) and/or shift(s) declined, for a period of twelve (12) months.

(H) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(I) Nothing contained in this Agreement shall be construed to prevent the DHSMV, at its discretion, from affecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the agency. However, it is understood that the DHSMV will make an effort not to affect any involuntary reassignment, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three (3) months), without first considering any Request for Reassignment Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of fourteen (14) calendar days' notice prior to the agency affecting any shift change or reassignment and thirty (30) calendar days' notice prior to the agency affecting any transfer.

(K) Nothing contained in this Agreement shall be construed to prevent the State from making reassignments, shift changes, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

SECTION 3 - Relocation Allowance

An employee who is reassigned or promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) work day leave for purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 4 - Request to Take Promotional Test

The State and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making such appointments.

(A) If the DHSMV has established a promotional test, an employee who has attained permanent status in the Career Service System may apply to take a the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate that he wishes to be considered for promotional vacancies. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. The employee's eligibility for the occupational level shall be determined from information

in the employee's personnel file. Each applicant will be notified of his eligibility or ineligibility for the occupational level(s) applied for.

(B) An employee may submit a request to take a promotional test where established by the DHSMV at any time; however, all such requests must be filed every two (2) years and must be received in the agency personnel office by no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If an agency has established a promotional test, by January 15 of each calendar year, the central personnel office of each agency shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, the DHSMV shall furnish to those eligible employees whose test requests are on file in the agency, a copy of the "NOTICE OF PROMOTIONAL TEST". The DHSMV shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the DHSMV will be eligible to take the promotional test.

(E) The DHSMV, if it has established a promotional test and administers a written test shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

SECTION 5 - Test Standards and Criteria

(A) The DHSMV shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the occupational level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the DHSMV within five (5) days after the date of the test.

SECTION 6 - Promotional Lists

(A) If the DHSMV does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the occupational level. In addition to the written test score, the agency may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used, in addition to written test scores the DHSMV shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If the DHSMV utilizes oral interviews, it will establish a three member panel, one to be selected by the agency head or his designee, one by mutual agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 2(D) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7 - Method of Filling Vacancies

(A) Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, any person who is to be selected for a vacancy must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the occupational level(s) and the county(ies) to which the employee would like to be promoted. The vacancy shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the vacancy. However, the DHSMV shall have the discretion to fill a vacancy from only the highest five numerical scores of DHSMV bargaining Unit employees contained on the agency's promotional list. The DHSMV shall attempt to fill vacancies in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request for Reassignment forms on file for the work area in which the agency need exists.

Nothing contained in this agreement shall be construed to prevent the DHSMV from filling a vacancy in a manner meeting the agency's needs.

SECTION 8 – Grievability

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance weight shall be given to the needs of the agency against the hardship on the employee.

SECTION 9 – Promotions Outside the Unit

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

SECTION 10 – Probationary Status

An employee who has obtained permanent status in a position in a broadband level who fails, due to the performance of the new duties, to satisfactorily complete the probationary period in the promotional broadband level shall be demoted to the former broadband level previously held by the employee in an available vacant position in the DHSMV.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

Article 10 DISCIPLINARY ACTION

(A) An employee who has permanent status in the Career Service System may be disciplined only for just cause.

(B) An employee who has not attained permanent status in the Career Service System shall not have access to the grievance procedure in Article 6 when dismissed.

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

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

(E) Letters of counseling are not disciplinary action and not grievable; documentation or discipline less severe than an oral reprimand shall not be used against any employee in any fashion.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Oral reprimands, written reprimands or other disciplinary actions not resulting in monetary loss are grievable to Step 2 only and not arbitrable. At arbitration over a suspension, dismissal, reduction in pay, or demotion with a monetary loss an employee may challenge any basis relied upon by the Agency for taking the disciplinary action.

**Article 11
CLASSIFICATION REVIEW**

(A) Except in case of an emergency, bargaining Unit employees shall not be required to perform work not included in the employee's position description.

(B) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included within the broadband level to which the position is allocated, the employee may request that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee.

(D) The decision of the Secretary of the Department of Management Services or his designee as to the broadband level of the position shall be final and binding on all parties.

**Article 12
PERSONNEL RECORDS**

SECTION 1 - Personnel File

(A) There shall be only one official personnel file for each law enforcement employee, which file shall be maintained in the central personnel office of the DHSMV unless a different location is approved by the Secretary of the Department of Management Services or his designee in accordance with applicable law. Duplicate personnel files may be established and maintained within the DHSMV. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

(B) If any derogatory material is placed in a law enforcement employee's official personnel file, a copy will be sent to the employee. The law enforcement_employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) A law enforcement_employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five (5) years after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 - Privacy

The State and its agencies recognize the fact that Florida Highway Patrol bargaining Unit employees' home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of bargaining Unit members are exempt from disclosure under the Public Records law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

Article 13 SAFETY

SECTION 1 - Vehicle and Vessel Safety

Vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition by the State.

SECTION 2 - Firearms Safety

In order to promote safety in the use of firearms by Florida Highway Patrol Bargaining Unit employees, the State will guarantee that each bargaining Unit employee is allowed to fire his weapon in an approved Standards and Training Course at least once every six (6) months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 - Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the State and/or appropriate agencies with regard to:

(A) That all vehicles shall incorporate standard "police packages", power windows, rear window defoggers, and heated rearview mirrors;

- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack.
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety; training; and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14 PERFORMANCE REVIEW

SECTION 1 - Performance Reviews

- (A) The performance of permanent status bargaining Unit employees shall be reviewed in accordance with Section 110.224, Florida Statutes.
- (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 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) The performance review of an employee shall not be subject to the Grievance Procedure of Article 6 of this Agreement unless the performance review is relied upon in whole or in part as the basis for a disciplinary action under Article 10.

SECTION 2 - Agency Performance Reviews

The State agrees that the DHSMV's performance review system for bargaining Unit 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 the 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

Bargaining Unit employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their Florida Highway Patrol_Unit supervisor.

Article 15 SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the job classification; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any payroll for at least thirty-one (31) calendar days following the separation.

SECTION 2 - Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for needs of the agency, seniority, and bargaining Unit employee preference. The State and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 - Vacation and Holiday Leave

Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT

For purposes of this Article, the following definitions are used:

(A) "Hireback": Off duty police employment administered by the State.

(B) "Off-Duty Employment": Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.

(C) "Off-Duty Police Employment": Secondary employment undertaken while in order than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment.

SECTION 1 - Outside Employment - Non-Police Employment

(A) On the effective date of this Agreement, any bargaining Unit employee who is performing non-police employment outside of State government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of State government, the employee shall notify his agency head, or his designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee's State employment, or with the DHSMV's policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within fourteen (14) calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. In any event whenever the State determines that any outside employment conflicts with the employee's responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

SECTION 2 - Outside Employment - Police Employment

(A) Any bargaining Unit employee who wishes to perform police employment outside of State government shall secure the required approval in advance in accordance with the Rules of the State Personnel System, agency policies and procedures and applicable law. It is understood that permission shall not be withheld as long as such outside employment does not conflict with the employee's State employment or with the DHSMV's procedures limiting such outside employment.

(B) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval will be communicated within fourteen (14) calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within fourteen (14) calendar days, the reasons for the delay will be provided in writing to the employee. In any event a request can be denied or an approval can be revoked whenever the State determines that a conflict exists between the employee's state employment and the outside employment. Disapprovals of a request for outside employment shall be subject to the contract's expedited arbitration procedure.

(C) During the course of the employee's outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a State law enforcement officer.

(D) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. Any employee who desires to seek such outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

(1) Does not constitute a conflict of interest;

(2) Does not interfere with the employee's primary duties as a State law enforcement officer; and

(3) Within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(E) When required by the State, bargaining Unit employees who are utilizing State equipment while performing police employment outside of State employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in Section 440.091, Florida Statutes.

SECTION 3- Reimbursement of Costs

Use of a State vessel or vehicle in off-duty police employment shall be paid for by the employee pursuant to the DHSMV's current rate schedule or the DHSMV's estimated cost of operating the vessel or vehicle, including all mileage on the vehicle at the mileage rate established in Section 112.061, Florida Statutes.

Article 17 GROOMING STANDARDS

SECTION 1 - Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins or combs will not be worn.

(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 - Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 - Permitted Variations

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, of the Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all Bargaining Unit 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) 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 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 (8) hour increments.

SECTION 2 – Non-Required Work Time

Florida Highway Patrol Bargaining Unit 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 fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

(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 – Overtime

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

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

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

SECTION 5 – FLSA Special Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special 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 special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the

Career Service or moves to another state agency shall be paid for all unused "FLSA special 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 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.
- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave

(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.

(B) Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for the Florida Highway Patrol_Bargaining Unit employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full

access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – Chapter 60L-34, Florida Administrative Code- Disability Leave With Pay

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

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 his 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 Department of Management Services shall be final and binding on all parties.

**Article 19
PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT**

(A) Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this article must be approved in advance by the DHSMV as being required by the employee to adequately perform the duties of his/her position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his or her watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) the DHSMV has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) the employee shall not be reimbursed or have property repaired or replaced if the DHSMV determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who wants to be reimbursed or have personal property repaired or replaced must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Agency head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - the Agency head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500.

Article 20 TRAINING AND EDUCATION

SECTION 1 – Law Enforcement Supervisors’ Training

The State and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The State will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills and managerial techniques.

SECTION 2 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

**Article 21
ACTING RANKS**

SECTION 1 - Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a higher broadband level than the employee's permanent broadband level, and actually performs said duties for a period of more than twenty-two (22) workdays, within any six (6) consecutive months, the employee shall be eligible for a promotional pay increase to the higher broadband level as provided in the Rules of the State Personnel System.

SECTION 2 - Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as permanent promotees under the Rules of the State Personnel System.

SECTION 3 - Return to Regular Rate

Employees being paid at a higher rate while temporarily filling a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary employment in the higher broadband level is ended.

**Article 22
VACANT**

**Article 23
EQUIPMENT**

SECTION 1 - NEW VEHICLES

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current State of Florida contract specifications for pursuit vehicles.

SECTION 2 - HIGH VISIBILITY LIGHTS

Each agency shall utilize high visibility lights as dictated by agency needs.

Article 24
ON-CALL ASSIGNMENT - CALL-BACK - COURT APPEARANCE

SECTION 1 - Definition

On-call assignment shall be as defined in the Rules of the State Personnel System.

SECTION 2 - Request for On-Call Pay

When an employee is required by appropriate management to be on call, a request for on-call payment under Chapter 60L-32, Florida Administrative Code, shall be submitted by the DHSMV for approval. The Secretary of Management Services or his designee shall not unreasonably withhold approval of such request.

SECTION 3 - On-Call Fee

(A) When approved as provided herein, employees who are required to be on call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such employee is required to be available.

(B) Employees who are required to be on call on a Saturday, Sunday and/or a holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such employee is required to be available.

SECTION 4 - Call-Back

A law enforcement employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked, or a minimum of four (4) hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 5 - Court Appearances

If a law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

Article 25
WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year 2010-2011 General Appropriations Act as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2010-2011 General Appropriations Act.

SECTION 2 – Other Pay Provisions

Based on the DHSMV's determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) Increases to an employee's base rate of pay, shall be implemented in accordance with state law and the General Appropriations Act. When an agency grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If an agency determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

- (1) Superior Proficiency – up to 8%;
- (2) Added Duties and Responsibilities – up to 8%;
- (3) Education and Training – up to 8%;
- (4) Reassignment – up to 8%;
- (5) Transfer – up to 12%;
- (6) Competitive Job Offer – up to a level to be competitive;
- (7) Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

The following additives may be approved by the Department of Management Services subject to the provisions of this Agreement, if any, and the law:

- 1. Competitive Area Differential;
- 2. Critical Market Pay

The following additives may be approved by an Agency subject to the provisions of this Agreement, if any, and the law:

- 1. Shift Differential;
- 2. On-call Pay.

The DHSMV may assign one of the following job duties to an employee. If the DHSMV grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
 2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
 3. Trainer – up to 15 percent of the broadband minimum;
 4. Hazardous Duty – up to 15 percent of the broadband minimum.
- (C) If the DHSMV elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

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

In accordance with the authority provided in the Fiscal Year 2010-2011 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the DHSMV 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 twenty-four (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

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance, as evidenced by a performance evaluation conducted pursuant to Chapter 60L-35, Florida Administrative Code.

**Article 26
UNIFORMS AND ACCESSORIES**

SECTION 1 - Uniform - Standard Issue

(A) All Florida Highway Patrol Bargaining Unit employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the State will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The State shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 - Uniform Accessories

Uniform accessories will include the following minimum requirements:

- (A) Gun belt, either 2-1/4 inches or 3 inches as appropriate for the individual officer.
- (B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.
- (C) Spare ammunition, and an appropriate case.
- (D) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (E) The DHSMV, which provides bullet proof vests to Florida Highway Patrol bargaining Unit employees, will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (F) The DHSMV will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 - Uniform and Clothing Maintenance Allowance

The State will provide Unit employees who are furnished and required by the State to wear a uniform, or those employees of this Unit assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$500.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27 INSURANCE BENEFITS

SECTION 1 - State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year, and if provided, the Summary Statement of Intent, as well as any statutory provision affecting the plan or its operation.

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.

Article 28
TRAVEL EXPENSES

SECTION 1 - Payment of Travel Vouchers

With the prior approval of the agency head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 - Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the DHSMV to temporarily assign employees with less than forty-eight (48) hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hours' notice, the State agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 - Mileage Allowance

The State agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate provided in Section 112.061(7)(d)1., Florida Statutes.

Article 29
DRUG TESTING

(A) The State and the PBA agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act .

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 10. If an employee is not disciplined but

is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

**Article 30
NO STRIKE**

SECTION 1 - No Strike Agreement

Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2 - Penalty

Any or all employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the State shall not be subject to the Grievance Procedure established herein.

**Article 31
STATE PERSONNEL SYSTEM RULES**

All pay and benefits provisions published in the Rules of the State Personnel System which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

**Article 32
MANAGEMENT RIGHTS**

The PBA agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**Article 33
ENTIRE AGREEMENT**

SECTION 1 - Agreement/Reopeners

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein,

and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The State and the PBA agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations for Fiscal Year 2011-2012.

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The State and the PBA further agree that changes in any four (4) articles within this Agreement that the PBA or the State desire to reopen, plus any articles which provide for a study by the State and the PBA, shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2012-2013.

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Except as to the above subjects, the State and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandum of understanding which clarifies or amends this Agreement, without having to be ratified by bargaining Unit members.

**Article 34
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**Article 35
DURATION**

SECTION 1 - Term

This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June 2013. Either party may reopen up to four (4) Articles per contract year. Either party may reopen these Articles by providing written notice within the thirty (30) days prior to September 1 of the contract year. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

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

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301 and if by the PBA shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

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

Article 36 AWARDS

A. MEDAL OF VALOR

The State may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at Section 112.194 Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

B. RETIREMENT AWARDS

1. Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the badge worn by him or her, the employee's service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" shall be as provided in Section 112.193, Florida Statutes.

2. The State may grant awards, certificates and other recognition pursuant to Florida Statutes, Section 110.1245(3) to retiring employees whose service to the State has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

C. RECOGNITION AWARDS

The State may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the State in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT to be effective upon signature by Governor Crist.

RECOMMENDED FOR THE STATE OF FLORIDA:

MICHAEL MATTIMORE
CHIEF NEGOTIATOR

Date

LINDA H. SOUTH
SECRETARY
DEPARTMENT OF MANAGEMENT SERVICES

Date

APPROVED FOR THE STATE OF FLORIDA

CHARLIE CRIST
GOVERNOR

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

GENE "HAL" JOHNSON
GENERAL COUNSEL
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Date

JOHN RIVERA, PRESIDENT
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Date

WILLIAM SMITH, JR., PRESIDENT
FLORIDA HIGHWAY PATROL CHAPTER

Date

APPENDIX A

FLORIDA HIGHWAY PATROL UNIT - CBU Code 12

Class Code	Class Title	Working Title
8515	Law Enforcement Officer	Florida Highway Patrol Trooper
8519	Law Enforcement Sergeant	Florida Highway Patrol Sergeant
8532	Law Enforcement Airplane Pilot I	Florida Highway Patrol Pilot I
8534	Law Enforcement Airplane Pilot II	Florida Highway Patrol Pilot II
8540	Law Enforcement Investigator I	Florida Highway Patrol Trooper II
8541	Law Enforcement Investigator II	Florida Highway Patrol Investigator II

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. "Special risk" means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

APPENDIX B

**State of Florida
Dues Checkoff Authorization**

I, _____, _____ an employee of the,

(Full Name – Print)

(Social Security Number)

(Agency)

(Division)

direct the State of Florida, by and through my employing agency, to deduct from my regular biweekly or monthly salary the membership dues and uniform assessments, if any, as established from time to time by the employee organization certified to represent the bargaining Unit indicated below.

The State is directed to begin deduction with the first pay period following the date this authorization form is received by my employing agency and to continue said deduction until: 1) revoked by me at any time upon 30 day's written notice to my employing agency, 2) my transfer, promotion or demotion out of this bargaining Unit, 3) termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this Unit. The Union is prohibited under the terms of this Agreement from using any portion of the funds it receives through this dues checkoff authorization process for political purposes.

**Florida Highway Patrol_Unit
Payroll Deduction Code 0658**

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE STATE TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: _____ Signature: _____

Residence: _____

Email address: _____

Providing your home address or electronic mail address is voluntary. PBA will not use home address information for any purpose other than union business.