

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

**SECTION 1 – Definition**

“On-call assignment” shall be as defined in Chapter 60L-32, F.A.C.

**SECTION 2 – On-Call Additive**

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

(B) An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), F.S., shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

**SECTION 3 – Call-Back**

An 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 hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

**SECTION 4 – Court Appearances**

(A) An employee who is subpoenaed to appear in person or by virtual or teleconference to provide testimony as a witness in a job-related court case during the employee’s regularly assigned shift, including scheduled overtime and Hireback, shall return to duty once they are released by the court to complete their assigned shift while being credited for actual time worked, pursuant to Rule 60L-34.0071(3)(b)2., F.A.C.

(B) If an 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 hours, whichever is greater. At no time will an employee claim more than two and one-half (2.5) hours for multiple court appearances within the same two and one-half (2.5) hour period of time.

**SECTION 5 – Court Appearance Pilot for FY 2021-2022 and FY 2022-2023**

(A) The parties agree to a pilot program to assess the effectiveness and efficiency of managing court appearances pursuant to the provisions below.

(B) An employee who is subpoenaed to appear in person or by virtual or teleconference to provide testimony as a witness in a job-related court case during the employee's regularly assigned shift, including scheduled overtime and Hireback, shall return to duty once they are released by the court to complete their assigned shift while being credited for actual time worked, pursuant to Rule 60L-34.0071(3)(b)2., F.A.C.

(C) An employee who is subpoenaed to appear in person to provide testimony as a witness in a job-related court case not during the employee's regularly assigned shift shall be entitled to a minimum of three (3) hours or actual time worked, whichever is greater. At no time will an employee claim more than three (3) hours for multiple court appearances within the same three (3) hour period of time.

(D) An employee who is subpoenaed to appear remotely by virtual or teleconference to provide testimony as a witness in a job-related court case not during the employee's regularly assigned shift shall be entitled to a minimum of one and one-half (1.5) hours or actual time worked, whichever is greater. At no time will an employee claim more than one and one-half (1.5) hours for multiple court appearances within the same one and one-half (1.5) hour period of time.

(E) For the period of the Court Appearance Pilot, Section 4 does not apply.

(F) The Court Appearance Pilot expires on June 30, 2023 and the contract provisions related to court appearances revert to Section 4.

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 General Appropriations Act.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022, and contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

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

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

**Article 27  
INSURANCE BENEFITS**

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.

**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.