



AGREEMENT
THE STATE OF FLORIDA
and
THE FLORIDA POLICE
BENEVOLENT ASSOCIATION

Security Services
Bargaining Unit

2023-2026 Successor Agreement

Negotiations for Fiscal Year 2023-2024

Effective _____, 2023 through June 30, 2024

*Incorporates 2023 Legislative Impasse Resolution to
Article 25 and Legislative Resolution to Article 27
effective July 1, 2023*

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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 Security Services 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 (F.S.), 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 representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Security Services Bargaining Unit.

(B) The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as “PERC,” on December 16, 2016, PERC Certification Number 1902. The Unit description in Certification Number 1902 reads as follows:

Security services, including all non-professional and professional employees certified under Chapter 943, F.S., whose primary duties involve the direct care, custody and control of persons involuntarily confined in state institutions; the supervised custody, surveillance and control of assigned probationers, parolees, and community controlees within the community; or whose primary duties involve the review and classification of inmates moving from an institutional setting to a community setting under the supervision of the Department’s Office of Community Corrections, Probation and Parole Services.

(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
VACANT**

**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 unlawful discrimination with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Department of Management Services.

(C) Any claim of unlawful discrimination 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.

(D) The PBA agrees to support the state’s current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 – Non-Discrimination Policy – PBA Membership

Neither the state nor the PBA shall interfere with the right of 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 an employee because of membership or non-membership in any employee organization.

**Article 5
PBA ACTIVITIES AND EMPLOYEE REPRESENTATION**

SECTION 1 – Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the PBA.

(B) The term “Staff Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to investigate grievances and to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the PBA has been selected as the employee’s representative.

(C) The term “Training Academies” as used in this Article, shall mean any location where training is conducted to meet initial certification requirements.

SECTION 2 – Designation of Employee Representatives

(A) The President of the PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of employees to be PBA Unit Representatives. The PBA shall furnish the state the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Unit Representative. The state shall not recognize an employee as an authorized PBA Unit Representative until such information has been received from the PBA.

SECTION 3 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 4’x4’ for PBA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, employees. Once a location has been established, it shall not be moved without notice. Where the PBA currently maintains bulletin boards or bulletin board space, that practice shall continue.

(B) The use of PBA bulletin board space is limited to the following notices:

- (1) Recreational and social affairs of the PBA
- (2) PBA meetings
- (3) PBA elections
- (4) Reports of PBA committees
- (5) PBA benefit programs
- (6) Current PBA Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Department of Management Services
- (9) Notices of wage increases for covered employees

(C) Materials posted on these bulletin boards shall not contain anything, which violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the state or any of its officers or employees.

(D) Postings must be dated and bear the signature of an authorized PBA representative.

(E) A violation of these provisions by a PBA Staff Representative or an authorized Unit Representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

SECTION 4 – Information

(A) Upon request of the PBA on no more than on a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the PBA that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state's policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than PBA business.

(C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance.

SECTION 5 – Occupation Profiles and Rules

(A) The state will maintain on the Department of Management Services' website the occupation profiles and the Rules of the State Personnel System.

(B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the PBA in writing of the proposed changes. This procedure shall not constitute a waiver of the PBA's right to bargain over such matters in accordance with Chapter 447, Part II, F.S., and applicable law. The PBA shall notify the Department of Management Services, in writing within ten calendar days of its receipt of written notification from the Department, of its comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the PBA to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 6 – Representative Access

(A) The state agrees that accredited representatives of the PBA shall have access to the premises of the state which are available to the public.

(B) 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 to investigate an employee’s grievance.

SECTION 7 – New Employee Orientation and Training Academies

The PBA will be permitted a 15-minute presentation to address new employees at orientation and training academies. The PBA may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the PBA. A presentation may be made only once per academy class. The PBA President or designee will be notified 14 days in advance of new employee training whenever practicable.

SECTION 8 – Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the PBA, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the PBA shall make a good faith effort to meet and consult quarterly. 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, the Agency Head and/or designee(s) and the Staff Representative, with not more than three PBA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place to be designated by the Agency Head or his designee after consulting with the PBA Staff Representative.

(C) Upon request by the designated PBA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated PBA Staff Representative, with not more than two PBA representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the PBA Staff Representative. A copy of all requests shall be served on both the agency and the PBA at their principal offices.

(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 regular work hours of any participant, such hours shall be deemed time worked. Attendance at a consultation meeting outside of a participant’s regular work 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 agency activities affecting employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date.

(F) An agency shall prepare a written response to issues raised during a consultation meeting within 30 days after the date of the meeting.

SECTION 9 – 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. While negotiating meetings shall normally be held in Tallahassee, the state and the PBA may 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 the PBA at any other level of state government.

(B) The PBA may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday.

No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the PBA's Negotiation Committee shall not exceed 1000 hours. The time in attendance at such preparatory meetings and 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 preparatory meetings or negotiating sessions.

(C) No more than two employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 10 – PBA Activities

Employees shall have the right to request leave without pay, annual, or compensatory leave for the purpose of attending PBA conventions, conferences, and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Election of Remedy and Representation

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

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

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

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including email), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

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

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

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

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

(1) Step 1

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated,

and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 15 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 15 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

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

(c) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the PBA representative, or the grievant or grievant's representative, if not represented by PBA, may appeal the grievance to arbitration as provided in Article 6, Section 3(G)(4), below, within 15 days after receipt of the Step 2 decision.

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may appeal the grievance by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not

represented by the PBA. The Department of Management Services shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(4) Arbitration

(a) Arbitration Filing.

1. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with the written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 15 days following receipt of the decision at Step 3.

(b) Grievance Mediation

1. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. The Arbitration Coordinator will notify the parties and the arbitrator of the next arbitrator in rotation as provided in (4)(c), below. The arbitrator will then schedule a hearing date with the parties, with notice to the Arbitration Coordinator. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

2. If the mediation is unsuccessful in resolving the grievance, the PBA will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the PBA chooses to arbitrate the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. A party

may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

(c) Arbitration Process

1. The arbitrator shall be one person from a panel of at least six arbitrators, selected by the state and the PBA to serve in rotation for any case or cases submitted. The Department of Management Services will contract with panel members chosen by the parties for a term of two years or as otherwise agreed by the parties. The Department and PBA shall review panel membership no less than five months prior to the end of the panel members' contracts, indicate in writing which members, if any, are not to be continued, and propose new panel members if necessary. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. If the grievant is not represented by the PBA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 30 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.

2. At least 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

3. The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the PBA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. If the arbitrator initially selected is not available to schedule within the five months period, the parties may request that the Arbitration Coordinator provide them with the names of succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

4. Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the arbitrator appointed under (4)(c), above, with notice to the Arbitration Coordinator, within 30 days of the filing of the Request for Arbitration, that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. If the appointed arbitrator can meet the requirements of this expedited process (i.e., being available to schedule a hearing within 30 days of being chosen, limiting the hearing to one day, and issuing a decision within 15 days of the hearing) the appointed arbitrator will schedule and conduct the hearing. If the arbitrator cannot schedule on this expedited basis, the Arbitration Coordinator will provide the parties with the name of the next arbitrator in rotation. The hearing may be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne by the party losing the arbitrability issue. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (4)(c) of this Article to conduct a hearing on the substantive issue(s).

5. 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:

a. The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

c. 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.

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

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

i. 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.

ii. 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.

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

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

ii. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (c)(3), above, whichever is later, and the rescheduled date.

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

7. A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter, unless the other party orders a transcript, in which case the appearance fee shall be split between the parties. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. If the arbitrator orders a copy of the transcript, the arbitrator shall pay for the cost of the copy of the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with (6), above.

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

SECTION 4 – Time Limits

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

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

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

SECTION 5 – Exceptions

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

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

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

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

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

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

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the parties may agree to expedited arbitration of a grievance.

(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 arbitration shall be scheduled in accordance with the procedures described in section 3(G)(4)(c), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(G)(4) of this procedure shall be applicable.

Article 7 DISCIPLINE AND DISCHARGE

SECTION 1 – Discipline of Permanent Status Employees

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

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

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

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

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

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

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in

Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

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

SECTION 2 – Discipline of Probationary Employees

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

SECTION 3 – Counseling

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; however, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

SECTION 4 – Interrogation during Internal Investigations

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

(A) Definitions

For the purpose of this section the following definitions of terms as used in section 112.532, F.S., shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser

forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

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

(B) Procedures

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

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

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

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

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

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

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right

to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the PBA shall be investigated by the agency. The agency shall provide the employee and the PBA with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, F.A.C. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 5 – Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

SECTION 6 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), F.S.

SECTION 7 – Representation

Where PBA representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, the PBA representative shall be afforded a reasonable amount of notice to attend such meetings. Where an employee is represented by a PBA Representative in a predetermination conference, the PBA Representative and the employee shall be notified of the disposition of the predetermination conference.

Article 8 WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When employees are to be laid off as defined in the F.S., the state shall implement such layoff in the following manner:

(1) The competitive area for the bargaining unit shall be statewide unless the Department and PBA agree otherwise.

(2) Layoff shall be by class or occupational level within the Security Services Bargaining Unit.

(3) An employee who has not attained permanent status in his current position may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in his current position shall be laid off while an employee who does not hold permanent status in his current position is serving in that class or 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 their current positions shall be ranked on a layoff list for the affected class or level 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 is 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 agency'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), F.S., shall have 15 percent added to their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), F.S., shall have 10 percent added to their total retention points, and those eligible pursuant to section 295.071(1)(f), or (g), F.S., shall have five percent added to their total retention points.

(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 class 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 class.

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

(c) The employee who is entitled to veterans' preference pursuant to section 295.07(1), F.S.

(10) An employee who has permanent status in his current position and is to be laid off shall be given at least 14 calendar days' notice of such layoff or two weeks' pay, or a combination of days of notice and pay. Any payment will be made 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 seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a lateral action, reassignment, or demotion within the competitive area in lieu of layoff to a position in a class within the bargaining unit in which the employee held permanent status, or to a position in a class at the level of or below the class in the bargaining unit in which the employee held permanent status.

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

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

(13) If an employee requests a lateral action, reassignment, or demotion in lieu of layoff, the same formula and criteria for establishing retention points for that class 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 State Personnel System.

SECTION 2 – Job Security

The state shall make a reasonable effort to notify the PBA at least 30 days in advance of classes within the bargaining unit that will be involved in a layoff, and of the scheduled closing of a correctional facility or specific unit thereof. Prior to the actual layoff or scheduled closing, the state will meet with the PBA to discuss the effect of the layoff on the employees involved.

SECTION 3 – Recall

When a vacancy occurs, or a new position is established, laid off employees shall be recalled in the following manner:

(A) For one year following layoff, when a position is to be filled or a new position is established in the same agency and in the same class within the affected competitive area, a laid off employee with the highest number of retention points shall be offered reemployment; subsequent offers shall be made in the order of an employee's total retention points. Reemployment of such employees shall be with permanent status in their position. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who has attained permanent status in his current position and accepts a voluntary demotion in lieu of layoff and is subsequently promoted within one year following demotion to a position in the same class in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in the position.

SECTION 4 – Grievability

Under no circumstances is a layoff to be considered a disciplinary action, and in the event an employee elects to grieve the action taken, such grievance must be based upon whether the layoff was in accordance with the provisions of this Article.

Article 9

LATERAL ACTION, REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

SECTION 1 – Definitions as used in this Article:

(A) “Duty station” shall mean the place that is designated as an employee’s official headquarters.

(B) “Change in duty station” shall mean the moving of an employee to a duty station located within 50 miles, by highway, of his current duty station.

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

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

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

(E) “Reassignment” shall mean moving an employee:

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

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

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

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

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

(G) “Agency needs” are those actions taken by an agency in order to meet its mission of protecting the public, providing a safe and humane environment for staff and offenders, working in partnership with the community to provide programs and services to offenders, and supervising offenders at a level of security commensurate with the danger they present.

(H) “Major institution” shall mean the main facility under the control of one warden or administrator, and will include the annexes, work camps, release centers, and other satellite/sister facilities under the authority of that main facility.

SECTION 2 – Employee Request for Reassignment, Lateral Action, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in his current position may apply for a lateral action, reassignment, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be assigned. An employee may only request lateral action, reassignment, transfer, or change in duty station from one major institution to another major institution in his agency.

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

(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested assignment, lateral action, transfer, or change in duty station.

(D) Except where a vacancy is filled by demotion, the manager or supervisor having hiring authority for that vacancy shall give first consideration to employees who have submitted a Request Form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a vacancy with the employee who has the greatest length of service in the broadband level and who has an agency request form or application on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the vacant position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision.

(G) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station pursuant to a request filed under this Article, all other pending requests from that employee shall be canceled, and the employee will not be eligible to file another request for a period of 12 months following the appointment. If an employee declines an offer of reassignment, lateral action, transfer, or change in duty station pursuant to a request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to file another request for a period of 12 months from the date the employee declined the offer.

SECTION 3 – Involuntary Lateral Action, Reassignment, Transfer, or Change in Duty Station

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary lateral action, reassignment, transfer, or change in duty station of an employee according to the needs of the agency; however, the agency will make a good faith effort to take such actions only when agency needs dictate. The agency will take into consideration the needs and circumstances of the employee prior to taking such action.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the lateral action of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such assignment.

SECTION 4 – Notice

An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any lateral action, reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 30 calendar days' notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary condition.

SECTION 5 – Relocation Allowance

An employee who is reassigned, transferred, or receives a lateral action and is required by agency policy to relocate his residence shall be granted time off with pay for one workday for this

purpose. 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 6 – Grievability

The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(D) and (E), Section 3, Section 4, and Section 5 may be grieved in accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

Article 10 PROMOTIONS

(A) The state and the PBA agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agreed 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.

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Procedures

(A) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application

process in the People First system at any time during the advertisement period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

(B) When an employee has been promoted pursuant to a request filed under this Article all other pending applications for promotion from that employee shall be canceled. No other applications for promotion may be filed by that employee under this Article for a period of 12 months following the employee's promotion.

SECTION 3 – Method of Filling Vacancies

(A) Except where a vacancy is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. (April 12, 2019)

SECTION 4 – Status

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the Agency Head and may be dismissed at the discretion of the Agency Head.

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.213(3), F.S., and, pursuant to this statutory provisions, are not grievable.

SECTION 5 – Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one workday for this purpose. 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 6 – Grievability

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, which decision shall be final and binding.

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

Article 11 CLASSIFICATION REVIEW

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of his position, and the employee alleges that the duties assigned are not included in the official Career Service occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or designee. The review will be in accordance with Chapter 110, F.S. The written decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

Article 12 PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form, and shall only refer to matters concerning (affecting) the employee's job or related to his state employment.

(B) If a derogatory document is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to respond to any such document filed, and the employee's response will be attached to the file copy.

(C) An employee will have the right to review his official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian, or may request a copy of his file which will be provided at no cost to the employee so long as such request is made no more frequently than every 12 months.

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel

file is invalid, such document shall be placed in an envelope together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action is “VOID”.

Article 13 SAFETY

SECTION 1 – Safety Committee

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

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

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

SECTION 2 – Employee Safety

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

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

SECTION 3 – Grievability

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

SECTION 4 – Communicable Diseases

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

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

(C) The agencies shall make available to employees a procedure to screen for

tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

SECTION 5 – Correctional Probation Officer Safety

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

SECTION 6 – Personal Weapons

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

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

(1) Only one handgun per vehicle/per lockbox.

(2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.

(3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.

(4) The lockbox cannot be placed in a metal toolbox on a truck.

(5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

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

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

Article 14
PERFORMANCE EVALUATIONS

(A) Employees shall be evaluated by their immediate supervisors, who shall be held accountable for such reviews. Performance reviews shall be conducted in accordance with Rule 60L-35, F.A.C., Performance Evaluation System.

(B) The parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be contested if it serves as the basis for a suspension or dismissal.

(C) Any employee who has attained permanent status in his current position shall be provided a reasonable opportunity to correct performance deficiencies.

Article 15
SENIORITY

(A) For the purpose of this Agreement, “seniority” shall be defined as service in positions covered by this bargaining unit with no break in service; provided, however, that an employee shall be considered to have a break in such service when the employee separates and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

(B) Due regard shall be given to seniority in accordance with the provisions of Article 9, Section 2(F), and Article 23, Section 2(B) and (D).

Article 16
DRUG TESTING

(A) The state and the PBA agree to drug testing of employees in accordance with section 112.0455, F.S., Drug-Free Workplace Act. In accordance with section 944.474, F.S., and Department of Corrections Personnel Procedures, all employees in the Correctional Officer and Correctional Probation Officer series shall be subject to random drug testing.

(B) Special risk classes for drug testing purposes within the bargaining unit are denoted by an asterisk in Appendix A. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, F.S.

(C) An employee shall have the right to grieve a disciplinary action taken under section 112.0455, F.S. or section 944.474, F.S., subject to the limitations on the grievability of disciplinary actions in Article 7. 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.

(D) Searches of employees of the Department of Corrections shall be in accordance with provisions of the Rules of the Department of Corrections, Chapter 33-4, F.A.C.

(E) If an employee’s personal property suffers damage or destruction in the course of a drug search on Department of Corrections’ property, the employee may submit a claim for reimbursement under the provisions of Article 19.

(F) The Department of Corrections and the PBA agree that an employee who commits a violent act(s) or violent behavior, not within the performance of the employee’s duties, while on or off duty, may be required to submit to a reasonable suspicion test for the illegal use of controlled substances, steroids, or alcohol.

Article 17
DEATH IN-LINE-OF-DUTY BENEFITS

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

(B) Education benefits will be as provided in section 112.19, F.S.

(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, F.S.

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

Article 18
LEAVES OF ABSENCE

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, F.A.C., including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment shall apply to all employees.

Article 19
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment involving direct contact with an inmate, probationer, parolee, or forensic patient, who suffers damage or destruction of the employee’s watch or prescription glasses, or such other items of personal property as have been given prior approval by the Agency Head or designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Upon verification by the agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the state shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

(1) Watch - \$75

(2) Prescription Glasses - \$300 (including any required examination)

(3) 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.

(4) Total Allowable per Incident - \$600

(B) Such reimbursement shall be with the approval of the Agency Head. Approval shall not be unreasonably withheld.

(C) Employees of the Department of Corrections who are required to use their personal vehicles in the performance of their job duties may file claims in the event of willful and/or intentional infliction of damages by parties known or unknown to their personal vehicle while on official state business. Such claims for reimbursement may be filed in accordance with the provisions of the Rules of the Department of Corrections, section 33-4.014, F.A.C.

Article 20 TRAINING

The state and the PBA recognize the importance of training programs in the development of the employees of the state.

SECTION 1 – Employee Education

(A) The state may allow employees time off with pay for the purpose of attending short courses, institutes, and workshops that will improve their performance in their current position.

(B) Such training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position, the employee obtains permission of his Agency Head, and such training/education does not interfere with agency services.

(C) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(D) Subsections (A) and (B) above do not preclude the state from assigning employees to attend training courses as determined by management.

SECTION 2 – Trainees

The Department of Corrections will make a good faith effort to ensure that employees appointed with trainee status are enrolled in basic recruit training within three months following such appointment.

SECTION 3 – Educational Assistance Plan

The state shall provide up to six 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.

SECTION 4 – Grievability

A claim by an employee or the PBA concerning this Article shall not be subject to the grievance procedure of this Agreement.

Article 21 COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER-LEVEL POSITION

(A) Each time an employee is designated in writing by the employee’s immediate supervisor to act in a vacant established position in a higher broadband level than the employee’s current broadband level, and performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with Rule 60L-32, F.A.C., beginning with the 23rd day.

(B) Employees being paid at a higher rate while temporarily acting in a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary special duty in the higher broadband level is ended.

Article 22 JOB-CONNECTED DISABILITY

SECTION 1 – Disability Leave with Pay

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

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

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

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, F.A.C. The Department shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request

by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

SECTION 2 – Alternate Duty

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

(B) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Agency Head or designee shall attempt to reasonably accommodate any written request by the employee to be assigned duties in a different vacant classification within the employee's medical restrictions.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

Article 23 HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

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

(1) At the Department of Corrections, normal hours of work for each full-time employee shall be as follows:

(a) 8-hour workdays for Correctional Probation Officers (all classes) employed by the Department of Corrections, Correctional Officers (all classes) assigned the Administrative Shift, Correctional Officers (all classes) assigned to Swing Shift, and Correctional Officers (all classes) assigned to Work Release Centers;

(b) 10-hour workdays for Correctional Officers (all classes) assigned to public or Department of Transportation work squads;

(c) 8.5-hour or 12-hour workdays for Correctional Officers (all classes) assigned to correctional institutions, hospitals, and annexes operated by the Florida Department of

Corrections, The Agency for Persons with Disabilities, and The Department of Children and Family Services;

(d) Absent a compelling need, a Department of Corrections employee shall not be required to work an extended workday of more than 16.5 continuous hours. Upon working an extended workday of greater than 12.5 hours, an employee shall be given a minimum of 7.5 hours between shifts before returning for his next shift (whether scheduled or unscheduled).

(2) The Department of Corrections has the authority to move any employee assigned to a shift described in (a)-(c) to any other shift described in (a)-(c) above. For a transition that exceeds 5 or more unit members, the Department will provide the Union with written notice prior to taking such action. Employee seniority and Department need will be the primary factors in determining individual employee schedules/days off. Department need is limited to situations where the Department has a need for a specialized knowledge or skill (K-9 Officer, Lock and Key, etc.), or when the Department has a need to diversify the shift based on work experience or individual abilities. Any shift pattern not provided for this agreement in subsections (a)-(c) above must be negotiated with the Union.

(3) The Department of Corrections is entitled to implement the following Department of Corrections' Procedures: Procedure 208.007 titled Extended Workdays for Correctional Officers; Procedure 208.023 titled Request for Shift Change and Days Off Change; and Procedure 208.035 titled Correctional Officers' Notification of Unscheduled Absence. The Department and the Union agree to negotiate modifications as needed.

(4) At the Department of Corrections, mandatory overtime for an employee is capped at 25 hours within a 14-day cycle. To exceed these limits, the Department must first mandate overtime to a different employee that has fewer hours of mandatory overtime worked during the current 14-day cycle. Every effort will be made to staff critical posts with someone that has not exceeded the 25-hour mandatory overtime limit, or who has fewer hours of mandatory overtime in the current 14-day cycle. When practical, volunteer SSU members will be assigned overtime before additional overtime is mandated to any non-volunteer beyond 25 hours. Volunteered hours are not considered mandatory overtime towards the 25-hour cap. The limit may also be exceeded if the Department of Corrections or Governor declares an emergency.

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

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

(D) Management retains the right to approve time off for its employees.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism.

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

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

At the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. However, there may be times when the needs of the agency will not permit such scheduling. In situations when an employee’s shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

(D) At the Department of Corrections, Correctional probation officers (excluding community control officers) may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(E) During the term of this Agreement the Department of Corrections shall provide each month a list of institutions operating under Department of Corrections’ Procedure 208.069 titled Staffing Requirements for High Vacancy Institutions and provide upon request a consultation on the application of this procedure.

SECTION 3 – Rest Periods

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

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

SECTION 4 – Court Appearances

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, F.A.C.

SECTION 5 – Special Compensatory Leave

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

(C) Special Compensatory Leave Earned on or After November 1, 2015.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee’s current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections (C)(1) and (C)(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee’s current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre 7/2012 leave balance (Leave Type 0055);

(c) Special compensatory leave credits earned during the November 1, 2014 through October 31, 2015, “Pay As You Go” Pilot; and

(d) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 5(C)(3) of this Article.

(2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

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

SECTION 6 – Compulsory Disability Leave

An agency may require an employee to use accrued leave to cover the period between the agency’s determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, F.A.C. If the medical examination confirms that the employee is able to perform assigned duties, any accrued leave required to be used by the employee prior to the results of the medical examination shall be changed to administrative leave. If the employee did not have sufficient accrued leave and was placed on leave without pay status, the employee’s leave without pay may be changed to administrative leave; however, requests for such change shall be considered by the agency on a case-by-case basis.

Article 24
ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 – On-Call

“On-call” assignment shall be as defined in Rule 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, or 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

(A) When an employee who has been placed on-call in accordance with Section 1 above, is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater. If the officer in charge determines the officer is no longer needed, the officer will be given the option of leaving or working up to three hours. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

(B) For employees assigned GPS (Global Positioning System) monitoring duties, time spent waiting from an initial call of a GPS violation until the GPS violation has been cleared will be considered time worked, up to a maximum of 15 minutes for each separate incident. While the statewide average to clear a call is 12 minutes, occasionally a call may take longer than 15 minutes to clear. Should this situation occur, the employee may request through their chain of command that the additional waiting time be considered time worked. Such requests shall be considered on a case-by-case basis. This wait time will be counted toward any overtime calculation. During the term of the contract the parties agree to meet and discuss GPS monitoring duties, if the PBA has any concerns with the program.

2023 Legislative Impasse Resolution

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2023-2024 General Appropriations Act.

SECTION 2 – Pay Additives

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and Section 8 of the Fiscal Year 2023-2024 General Appropriations Act.

SECTION 3 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Inflation and Competitive Pay Adjustment

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, effective July 1, 2023, each eligible employee’s June 30, 2023, base rate of pay shall be increased by 5.0 percent to address elevated inflation and provide a competitive pay adjustment. This inflation and pay adjustment shall be made before any other adjustments.

SECTION 5 – Other Pay Provisions

(A) Department of Corrections

(1) In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2023-2024, if after the inflation and competitive pay adjustment, the minimum annual base rate for any employee in the following classes is below the amount indicated below, such employees shall be provided an increase, effective July 1, 2023, to bring their respective salary to the new adjusted annual base rate of:

(a)	Correctional Officer (8003).....	\$45,760
(b)	Correctional Officer Sergeant (8005).....	\$50,336
(c)	Correctional Officer Lieutenant (8011)	\$57,887
(d)	Correctional Officer Captain (8013).....	\$63,675
(e)	Correctional Probation Officer (8036).....	\$45,760
(f)	Correctional Probation Senior Officer (8039).....	\$52,624
(g)	Correctional Probation Specialist (8040).....	\$52,624
(h)	Correctional Probation Supervisor (8045).....	\$57,887
(i)	Correctional Probation Senior Supervisor (8046) ...	\$63,675

(2) In accordance with the General Appropriations Act for Fiscal Year 2023 - 2024, effective July 1, 2023, the Department of Corrections is further authorized to implement a special pay adjustment to the annual base rate of pay, after the inflation and competitive pay adjustment and the new minimum annual base pay adjustment, for each eligible employee in the classes listed in subparagraph (1) above, as follows:

(a) \$1,000 special pay adjustment for each employee with at least two years but less than three years of combined continuous service in one or more of the classes listed in Section 8(2)(b)2. of the Fiscal Year 2023-2024 General Appropriations Act.

(b) \$500 special pay adjustment for each employee with at least five years but less than six years of combined continuous service in one or more of the classes listed in Section 8(2)(b)2. of the Fiscal Year 2023-2024 General Appropriations Act.

(c) \$1,000 special pay adjustment for each employee with at least eight years but less than nine years of combined continuous service in one or more of the classes listed in Section 8(2)(b)2. of the Fiscal Year 2023-2024 General Appropriations Act.

Article 26 UNIFORM AND INSIGNIA

SECTION 1 – Uniform and Insignia for Correctional Officers and Institutional Security Specialists

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females.

SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry-cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 – Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge holders and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class “A” or “B” uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(C) The use of an issued badge as a credential for personal purposes is prohibited.

(D) Issued badges are considered state property and, except for retirement under specific conditions or death in the line of duty, are to be returned upon an employee’s termination of employment with the department or removal from a position in the Security Services Unit. Only badges, which are issued by the department, shall be used to conduct officially designated duties. Employees shall be responsible for reimbursing the department for any issued badge which is lost.

(E) Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee’s next of kin.

(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.

SECTION 4 – Class “A” Uniforms

Employees shall not be required to wear Class “A” uniforms while on hospital duty.

2023 Legislative Resolution

Article 27 INSURANCE BENEFITS

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2023-2024~~ ~~2022-2023~~, the benefits and employee share of premiums for the State Group Health Insurance Plans shall remain unchanged for Fiscal Year ~~2023-2024~~ ~~2022-2023~~.

Article 28 TRAVEL EXPENSES

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, F.S. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

**Article 29
NO STRIKE**

(A) During the term of this Agreement, neither the PBA nor its officers or agents or any employee will, for any reason, authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the state; or engage in any other activities which are prohibited in section 447.203(6), F.S.

(B) The PBA agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. The PBA further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

(C) The state may discharge or discipline an employee who violates the provisions of this Article and the PBA will not resort to the grievance procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, the PBA may elect to represent the employee in such grievance through the grievance procedure.

(D) Nothing contained herein shall preclude the state from obtaining judicial restraint and damages in the event of a violation of this Article.

**Article 30
VACANT**

**Article 31
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 32
ENTIRE AGREEMENT**

SECTION 1 – Agreement

(A) This Agreement 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.

(B) 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.

(C) 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 terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the PBA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement without having to be ratified by employees. Each memorandum of understanding shall be effective for the period specified in the particular memorandum of understanding.

Article 33 SAVINGS CLAUSE

(A) If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this state by reason of any court action or 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), F.S., 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.

(B) If any provision of this Agreement is found to have the effect of causing the state to be denied funds otherwise available through federal funding, then such provision shall not be applicable, performed, or enforced.

Article 34 DURATION

SECTION 1 – Term

~~(A) —~~ This Agreement shall remain in full force and effect through the 30th day of June ~~2026~~~~2023~~, ~~and during the period of negotiation, whichever is later.~~ The Agreement may be extended in the manner set forth in the following paragraph. The state and the Union agree that Article 25 – Wages, Article 27 – Insurance Benefits, and any other three (3) articles within this

Agreement that either party desires to reopen, shall be subject to reopener negotiations for Fiscal Year 2024-2025 and Fiscal Year 2025-2026.

~~(B) — In the event that the state and the PBA fail to secure a successor (or reopener) Agreement prior to the expiration date of this Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor. the parties may agree in writing to extend this Agreement for any period.~~

SECTION 2 – Termination

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 days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 1 above.

SECTION 32 – Notices

~~(A) — 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 days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 1 above.~~

~~(B) — Notices thereunder shall be given by email or U.S. mail, return receipt requested, 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 Chief Labor Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, 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 43 – 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 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 employees permanently or temporarily assigned to such areas.

APPENDIX A
CLASSES IN THE SECURITY SERVICES UNIT
CBU Code 08

*Class has been designated special risk for drug testing purposes under Section 112.0455, Drug-Free Workplace Act, Florida Statutes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

Class Code	Class Title	Broadband Code	Occupation
8041	CORRECTION PROBATION SR OFFICER-INSTITUT	33-3012-03	CORRECTIONAL ENFORCEMENT
8003	*CORRECTIONAL OFFICER	33-3012-01	CORRECTIONAL ENFORCEMENT
8013	*CORRECTIONAL OFFICER CAPTAIN	33-1011-04	FIRST-LINE SUPV OF CORRECTIONAL OFFICERS
8011	*CORRECTIONAL OFFICER LIEUTENANT	33-1011-03	FIRST-LINE SUPV OF CORRECTIONAL OFFICERS
8005	*CORRECTIONAL OFFICER SERGEANT	33-3012-02	CORRECTIONAL ENFORCEMENT
8036	*CORRECTIONAL PROBATION OFFICER	33-3012-02	CORRECTIONAL ENFORCEMENT
8037	CORRECTIONAL PROBATION OFFICER-INSTITUT	33-3012-02	CORRECTIONAL ENFORCEMENT
8039	*CORRECTIONAL PROBATION SENIOR OFFICER	33-3012-03	CORRECTIONAL ENFORCEMENT
8046	*CORRECTIONAL PROBATION SENIOR SUPERVISOR	33-1011-05	FIRST-LINE SUPV OF CORRECTIONAL OFFICERS
8040	*CORRECTIONAL PROBATION SPECIALIST	33-3012-03	CORRECTIONAL ENFORCEMENT
8045	*CORRECTIONAL PROBATION SUPERVISOR	33-1011-04	FIRST-LINE SUPV OF CORRECTIONAL OFFICERS
8240	*INSTITUTIONAL SECURITY SPEC SFT SUPV	33-1011-03	FIRST-LINE SUPV OF CORRECTIONAL OFFICERS
8237	*INSTITUTIONAL SECURITY SPECIALIST I	33-3012-01	CORRECTIONAL ENFORCEMENT
8238	*INSTITUTIONAL SECURITY SPECIALIST II	33-3012-02	CORRECTIONAL ENFORCEMENT

APPENDIX B

RQ

FLORIDA POLICE BENEVOLENT ASSOCIATION

STATE OF FLORIDA

COLLECTIVE BARGAINING UNITS

GRIEVANCE FORM

Employee's Name _____ Class Title _____

Business Address _____ Department or Agency _____

_____ Division or District _____

Business Telephone _____ Bureau or Unit _____

Bargaining Unit _____

NATURE OF GRIEVANCE: (involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED: _____

ARTICLE(S) AND SECTION(S) OF AGREEMENT: (which have allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED – Name of Grievance Representative: _____

Business Telephone _____

FOR GROUP GRIEVANCES ONLY – The PBA Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance. The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees' job classification(s), work unit(s), and any other relevant identifying information):

SIGNED _____ Date Submitted _____

Grievance Representative

SUBMITTED TO: Name _____ Class Title _____

(If space is insufficient to write complete information, attach a separate sheet.)

Original to: STATE OFFICIAL - Step 1 2 3*

Copies to: Representative (if any)

*Circle appropriate step

Employee

APPENDIX C

**REQUEST FOR ARBITRATION
FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA)
FLORIDA HIGHWAY PATROL, LAW ENFORCEMENT, AND
SECURITY SERVICES BARGAINING UNITS**

The Florida Police Benevolent Association [“PBA”], representing employees in the Florida Highway Patrol, Law Enforcement, and Security Services bargaining units, hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT’S NAME: _____

Attached is a copy of the grievance as it was submitted at Step(s) 1 and/or 2 of the grievance procedure (for disciplinary grievances), or at Step 3 (for contract language disputes), and a copy of the written decision(s) rendered in response to the grievance.

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name: _____ Email address: _____

Phone: _____ Fax: _____

Grievant’s Signature: _____ Representative’s Signature: _____

FOR GROUP GRIEVANCES ONLY – The PBA Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance to arbitration. The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees’ job classification(s), work unit(s), and any other relevant identifying information):

Date Submitted to Arbitration Coordinator, Department of Management Services: _____