



Florida Police Benevolent Association, Inc.

State of Florida
Florida Highway Patrol Unit
Notice of Ratification Election

ELECTION PROCEDURE:

1. *Election Notice* will be posted on the Florida PBA website for all bargaining unit employees on or about **Wednesday, August 2, 2023**. Contract information posted at www.flpba.org.
2. *Election Notice and Ballot* will be mailed to all bargaining unit employees on **Wednesday, August 9, 2023**, containing the following:
 - a. Notice and explanation of voting procedure
 - b. Ratification election ballot and secret ballot envelope
 - c. Return envelope
3. *Election Count Meeting* will be held at **9:30 a.m., Friday, September 1, 2023**, at the Florida PBA Office, 300 E. Brevard Street, Tallahassee, Florida 32301 [1-800-733-3722]. **All ballots must be received by the Florida PBA by 5:00 p.m. on Thursday, August 31, 2023.** The ratification election vote count is open to all bargaining unit employees regardless of membership. The results will be announced at the end of the election vote count.
4. All bargaining unit employees are eligible to vote, regardless of membership in Florida PBA.

CLASSES ELIGIBLE TO VOTE

Employees in the following classes are eligible to vote:

Florida Highway Patrol Unit

Class Code	Title
8030	Florida Highway Patrol Trooper
8031	Florida Highway Patrol Sergeant
8032	Florida Highway Patrol Pilot I
8033	Florida Highway Patrol Pilot II
8034	Florida Highway Patrol Corporal
8035	Florida Highway Patrol Investigators Sergeant

NOTICE OF CHANGE IN ELECTION PROCEDURES

During the election process, the Florida P.B.A. will utilize the following changes in its election procedures:

- (1) An advance notice of ratification election will be posted on the Florida PBA website approximately one (1) week before the ballots are mailed.
- (2) The election information and ballots will be mailed to the bargaining unit members' **People First addresses**.
- (3) Finally, the election ballot and information will be mailed to members in numbered envelopes and the return envelope (not the secret ballot envelope) will be identically numbered. (The secrecy of your vote will be maintained.)

Information relating to or a copy of the proposed agreement can be viewed at www.flpba.org or can be obtained by calling Florida PBA at 1-800-733-3722, ext. 427.

Sherry Hannon
Election Trustee

STATE OF FLORIDA
FLORIDA HIGHWAY PATROL BARGAINING UNIT

VOTE ON 2023-2026 SUCCESSOR AGREEMENT

Below is a summary of the changes to the non-economic articles tentatively agreed upon by the Florida Department of Highway Safety and Motor Vehicles and the Florida Police Benevolent Association. Effective upon ratification of agreement.

ARTICLE 5 – Employee Representation and PBA Activities

Agreement to change the length of time for FLPBA’s recruitment class presentation to last no longer than 60 minutes (from 45 minutes).

ARTICLE 6 – Grievance Procedure

(4) Arbitration – If arbitration is necessary, “the hearing will be held at the employee’s troop headquarters or other DHSMV facility within 50 miles of the employee’s assigned work location unless the parties mutually agree to a virtual hearing or other location upon consideration of the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. Witnesses may appear in person, via a virtual meeting platform (i.e., Zoom, WebEx, Microsoft Teams, or similar service), or by teleconference. For contract disputes, the arbitration hearing may be held via a virtual meeting platform (i.e., Zoom, WebEx, Microsoft Teams, or similar service), or by teleconference. If the parties cannot agree on a virtual meeting platform for a contract dispute hearing, the contract dispute hearing will be held in Tallahassee.”

ARTICLE 7 – Internal Investigations

“When a criminal allegation is made against an employee, the state will make a reasonable effort to ensure that the allegation(s) is reduced to writing, under oath or attested to, or that such verbal statement is made under oath. In no instance shall the state disregard a statement or refuse to investigate a criminal complaint on the basis of the complainant’s refusal to swear, attest, or take an oath.”

“(M) If the state determines that the criminal allegation(s) made against a sworn employee was knowingly falsified, the state will present its findings to the state attorney’s office with jurisdiction for prosecution.”

ARTICLE 9 – Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion

Adds that if the employee with the greatest length of service in a broadband level is not selected for the position, the agency shall notify the employee(s) “with the greater length of service in the broadband level and provide the reason(s) as to why they were not selected.”

If an employee declines an offer of reassignment, lateral action, transfer, or change in duty station pursuant to any request filed under Article 9, the employee will not be eligible for consideration for assignment to the troop and county declined, for a period of “6” months after the date of declination.

ARTICLE 12 – Personnel Records

Adds that “upon employment with the Department, the employer shall provide a complete copy of the pre-employment physical to the employee in an electronic form.”

ARTICLE 16 – Employment Outside State Government

Adds that “an employee who has been placed on administrative leave by the Department may be allowed to work non-police employment outside of work hours upon approval by the Department.”

ARTICLE 19 – Personal Property – Replacement and/or Reimbursement

New reimbursement rates for personal property pursuant to Article 19 are not to exceed \$150 for a watch, \$300 for prescription glasses (including any required examination), with a maximum total allowable of \$3,000 per incident.

ARTICLE 24 – On-Call Assignment – Call Back – Court Appearance

The Court Appearance Pilot expires on June 30, 2024.

ARTICLE 35 – Duration

This agreement shall remain in full force and effect through June 30, 2026.

Below is a summary of articles resolved by the Legislature and tentatively agreed upon by the Department of Highway Safety and Motor Vehicles and the Florida Police Benevolent Association during negotiations. Effective July 1, 2023.

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 competitive pay adjustment shall be made before any other adjustments.

ARTICLE 27 – Insurance Benefits

The benefits and employee share of premiums for the State Employees Group Health Insurance Plans shall remain unchanged for Fiscal Year 2023-2024.