



# **AGREEMENT**

**The State of Florida  
and**

**The Teamsters Local Union No. 2011**

**Security Services Bargaining Unit**

**Effective January 15, 2014  
through June 30, 2015**

***See Appendix E for Fiscal Year 2014-15 Supplement Revisions***

***2014 Legislative Impasse Resolution  
Revisions to Articles 6 and 25, effective July 1, 2014***

***Revisions to Articles 5 and 23 ratified and effective August 4, 2014***

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## **AGREEMENT**

**THIS AGREEMENT** is between the State of Florida, hereinafter called the “state,” and the **TEAMSTERS LOCAL UNION NO. 2011**, hereinafter called the “Union,” 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, 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 Teamsters Local Union No. 2011 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 5, 2011, PERC Certification Number 1779. The Unit description in Certification Number 1779 reads as follows:

Security services, including all non-professional and professional employees certified under Chapter 943, Florida Statutes, 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 Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

(B) The Union 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 Union 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 Union 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 – Union Membership**

Neither the state nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the state nor the Union shall discriminate against an employee because of membership or non-membership in any employee organization.

**Article 5** *FY 2014-15 See Appendix E - Supplement*  
**UNION 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 Union.

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the Union to investigate grievances at the Oral Step and

to represent a grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Union 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 Union shall furnish to the state and keep up-to-date a list of Union Business Agents. The state will not recognize any person as a Business Agent whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union Stewards. The Union 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 Union Steward. The state shall not recognize an employee as an authorized Union Steward until such information has been received from the Union.

(C) Union Business Agents and Stewards may represent employees as Grievance Representatives.

## **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 Union-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 Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

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

- (1) Recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) Reports of Union committees
- (5) Union benefit programs
- (6) Current Union 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 Union representative.

(E) A violation of these provisions by a Union Business Agent, Steward, or an authorized 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 President of the Union or designee, the state will, on no more than on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the President of the Union upon written request, at no cost.

(B) The Union agrees that the home addresses and telephone numbers of employees shall remain confidential pursuant to section 119.07, Florida Statutes. The Union will not disclose the home addresses and telephone numbers of employees to third parties including, but not limited to, sale of the information to other persons or parties.

(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 Union in writing of the proposed changes. This procedure shall not constitute a waiver of the Union's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Union 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 Union 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 Union 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 Union will be permitted a 15-minute presentation to address new employees at orientation and training academies. The Union may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the Union. A presentation may be made only once per academy class. The Union 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 Union, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the Union 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 Union Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three Union 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 Union Staff Representative.

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two Union 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 Union Staff Representative. A copy of all requests shall be served on both the agency and the Union 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 working hours of an employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and 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**

The Union 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 Union 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 Union at any other level of state government.

## **Article 6 *FY 2014-15 See Appendix E – Supplement*** **GRIEVANCE PROCEDURE**

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

## **SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean calendar days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement.

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

(A) If an employee or the Union has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the employee or the Union 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 or the Union. In the case of any duplicate filing, the action first filed will be the one processed.



(B) An employee who decides to use this grievance procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the employee is represented by the Union, any decision agreed to by the state and Union shall be binding on the employee.

(C) Where Union representation is requested by an employee, the employee's representative shall be selected from the list of Union Grievance Representatives or Union Business Agents which has been provided to the state by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the state has been notified in accordance with Article 5, Section 2 (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

(1) A Grievance Representative will not be allowed time off with pay to investigate his own grievance.

(2) Time spent by a Grievance Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

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

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

(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than 50 miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative selected to represent an employee as

provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(D) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing, with a copy sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.

(F) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the state or the Union in other cases.

### **SECTION 3 – Procedures**

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

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

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

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 14 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step

representative shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

(b) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

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

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

(2) Step 1

(a) If the employee elects to utilize the oral discussion step and the grievance is not resolved, the employee or the designated employee representative may submit it in writing to the Step 1 management representative within 14 days following the receipt of the oral step decision. If the employee elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 14 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at Step 1.

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

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

as necessary provided there is agreement by both sides.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Agency Head or designated representative within 14 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or designated representative may meet with the employee and/or the designated Union representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within 21 days following receipt of the written grievance.

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

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

(4) Step 3

(a) If a grievance is not resolved at Step 2, the designated Union representative, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Department of Management Services within 14 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services may meet with the Union President or designated Union representative, to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee and the Union President or designated Union representative within 21 days following receipt of the written grievance.

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

(d) The number of days indicated at this step shall be considered as the

maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(6) Arbitration

(a) If a grievance is not resolved at Step 3, the President of the Union or a designated member of his staff may appeal the grievance to Arbitration on a Request for Arbitration Form as contained in Appendix C within 14 days after receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee because he was not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration.

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

(c) The arbitrator shall be one person from a panel of five arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings.

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. As an exception to this scheduling requirement, a party may request an extension of time based on documented unusual and compelling circumstances. Arbitration hearings shall be held at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 20 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is

arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

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

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

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

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

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

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

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

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

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

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

6. The arbitrator's award may include back pay to the

grievant(s); however, the following limitations shall apply to such monetary awards.

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages.

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

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

#### **SECTION 4 – Time Limits**

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

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

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

#### **SECTION 5 – Exceptions**

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

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

(1) If a grievance arises from the action of an official higher than the Step 1

Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 14 days following the occurrence of the event giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance shall list the employees adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 14 days of the occurrence of the event giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

## **Article 7 DISCIPLINE AND DISCHARGE**

### **SECTION 1 – Disciplinary Action**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Such actions against employees with permanent status in their current position for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, 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. 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. Disciplinary actions shall be subject to the grievance procedure as follows:

(1) The state 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.

(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) An employee with permanent status in his current position may file an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, a complaint by an employee with permanent status in his current position concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.

(C) Where a disciplinary action may be appealed to the Public Employees Relations Commission 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 the Public Employees Relations Commission (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. In making such determination, the agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, 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 – Interrogation during Internal Investigations**

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

(A) Definitions

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

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

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

(B) Procedures

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

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

(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 Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

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

(F) The provisions of this section may be grieved in accordance with Article 6, up to

Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift 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 3 – 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 4 – Notice**

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

### **SECTION 5 – Representation**

Where union representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, a union steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a Union Representative in a predetermination conference, the Union Representative shall be notified of the disposition of the predetermination conference.

## **Article 8 WORK FORCE REDUCTION**

### **SECTION 1 – Layoffs**

(A) When employees are to be laid off as defined in the Florida Statutes, 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 Union 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), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to section 295.07(1)(c) or (d), Florida Statutes, shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of

the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the 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), Florida Statutes.

(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 demotion or reassignment 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 demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

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

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points 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 Union 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 Union 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 accepts a voluntary demotion in lieu of layoff and is subsequently promoted 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.

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

## **Article 9**

### **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 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 which 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) “Reassignment” shall mean moving an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) “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.

(F) “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.

(G) “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 – Procedures**

(A) An employee who has attained permanent status in his current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment, Transfer, or Change in Duty Station Form (supplied by the agency). 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 reassigned. An employee may only request reassignment, transfer, or change in duty station from one major institution to another major institution in his agency. A State of Florida Employment Application Form must be completed and sent with the Request Form.

(B) An employee may submit a Request Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 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 reassignment.

(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 a Request Form 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 been reassigned pursuant to a request filed under this Article, all other pending requests for reassignment from that employee shall be canceled. No other request for reassignment may be filed by the employee under this Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a request filed under this Article, the employee's request shall be canceled and the employee is not eligible to resubmit that request for a period of 12 months from the date the employee declined the offer of reassignment.

### **SECTION 3 – Involuntary 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 reassignment, transfer, or change in duty station of an employee according to the needs of the agency; however, 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 reassignment of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment.

### **SECTION 4 – Notice**

An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any 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 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**

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(E), Section 3, and Section 4 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 Union 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 agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

## **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) An employee who has attained permanent status in his current position may apply for a promotion by submitting a Request for Promotion Form furnished by the agency in which

the promotional position is located, to be considered for promotional vacancies. Such requests shall indicate the class(es)/broadband level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's request for promotion.

(B) An employee may submit a request for promotion at any time; however, all such requests shall expire on May 31 of each calendar year.

(C) When an employee has been promoted pursuant to a request filed under this Article all other pending requests for promotion from that employee shall be canceled. No other requests 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, or by 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 (Appendix D).

### **SECTION 4 – Status**

(A) An employee appointed to a position must successfully complete at least a one-year probationary period, and shall attain permanent status in that position upon successful completion of the designated probationary period.

(B) An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.

(1) If the employee is demoted into their former position or a comparable position, such demotion shall be with permanent status, provided the employee previously

attained permanent status in the agency in the lower position.

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

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

(4) Such demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.

### **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 class specification 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, Florida Statutes.

(C) The written decision of the Secretary of the Department of Management Services or designee as to the classification of the position 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 shall only refer to matters concerning (affecting) the employee's job or related to his state employment.

(B) If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and the answer 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 has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", 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 was invalid.

## **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

Union 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.

The parties acknowledge that the Department of Corrections has included significant additional resources for radio communications system replacement and staffing, as well as funding of recurring costs for soft body armor, in its Fiscal Year 2013-14 Legislative Budget Request.

## **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, Florida Administrative Code, 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.

(D) The use of counseling shall not preclude an agency from seeking to discipline an employee for cause based upon a specific violation of a conduct standard.

### **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 Union agree to drug testing of employees in accordance with section 112.0455, Florida Statutes, Drug-Free Workplace Act. In accordance with section 944.474, Florida Statutes, 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, Florida Statutes.

(C) An employee shall have the right to grieve a disciplinary action taken under section 112.0455, Florida Statutes or section 944.474, Florida Statutes, 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 the provisions of the Rules of the Department of Corrections, Chapter 33-4, Florida Administrative Code.

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

**Article 18**  
**LEAVES OF ABSENCE**

**SECTION 1 – Leaves**

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

**SECTION 2 – Negotiation Committee**

(A) The Union 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 a maximum of eight hours 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 Union'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.

(B) 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 3 – Union Activities**

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

#### **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, Florida Administrative Code.

#### **Article 20 TRAINING**

The state and the Union 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 which 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 Union 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, Florida Administrative Code, 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 – Section 440.15, Florida Statutes, Full-Pay Status**

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

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

**SECTION 2 – Rule 60L-34, Florida Administrative Code, Disability Leave with Pay**

(A) An employee who sustains a job-connected disability which is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Rule 60L-34, Florida Administrative Code provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether an employee should be carried in full-pay status for more than 26 weeks.

(B) An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay.

**SECTION 3 – 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** *FY 2014-15 See Appendix E – Supplement*  
**HOURS OF WORK/OVERTIME**

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

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

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

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

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

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

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

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

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

(B) For shifts, and shift changes the following shall apply:

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

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

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

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

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

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

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Court Appearances**

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

### **SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

### **SECTION 6 – Special Compensatory Leave**

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

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

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

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

(1) Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.

(2) An employee may be required to reduce special compensatory leave credit balances. Where an employee is required to reduce special compensatory time, the employee

shall be provided seven days' notice of such leave. Such required leave shall be scheduled at a minimum of eight hour increments if such hours are available.

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

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

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

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

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

(D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

**SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

**Article 24**

**ON-CALL ASSIGNMENT AND CALL-BACK**

**SECTION 1 – On-Call**

“On-call” assignment shall be as defined in Rule 60L-32, Florida Administrative Code.



## **SECTION 2 – On-Call Fee**

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. If an on-call period is less than one hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (\$0.25) for each 1/4 hour of on-call assignment.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each eight hour period such employee is required to be available.

## **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 Union has any concerns with the program.

## **Article 25 *FY 2014-15 See Appendix E – Supplement* WAGES**

### **SECTION 1 – General Pay Provisions**

(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.

## **SECTION 2 – General Wage Increase for Fiscal Year 2013-14**

(A) Effective October 1, 2013, full-time eligible employees with a base rate of pay of \$40,000 or less on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,400.

(B) Effective October 1, 2013, full-time eligible employees with a base rate of pay greater than \$40,000 on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,000; provided however, in no instance shall an employee's base rate of pay be increased to an annual amount less than \$41,400.

(C) References to “eligible” employees refer to employees who are, at a minimum, meeting the required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible but not retroactively. The competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee's position.

## **SECTION 3 – Special Pay Issues**

The state agrees to implement Fiscal Year 2013-14 Special Pay Issues funded in Specific Appropriation 1950A in accordance with section 8(2)(b) of the Fiscal Year 2013-14 General Appropriations Act.

Each agency is authorized to provide discretionary one-time lump sum bonus awards of \$600, less applicable taxes, to eligible employees in order to recruit, retain and reward quality personnel as provided in section 110.1245(2), Florida Statutes. Bonus awards will be pro-rated based on the full-time equivalency of the employee's position and distributed in June 2014.

## **SECTION 4 – Other Pay Provisions – Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

### **(A) Initial Appointment**

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at

the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount

the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

### **SECTION 5 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2013-14 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

### **SECTION 6 – Cash Payout of Annual Leave**

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

### **SECTION 7 – Performance Pay**

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 8 – Savings Sharing Program**

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

## **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 cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" 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, 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.

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

The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

#### **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, Florida Statutes. 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 Union 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), Florida Statutes.

(B) The Union 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 Union 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 Union 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 Union 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 Union 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 Union, 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 Union 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.

### **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), Florida Statutes, then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

(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 30<sup>th</sup> day of June 2015. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

(B) The state and the Union agree that changes in any three articles within this Agreement that the Union or the state desire to reopen shall be subject to negotiations for Fiscal Year 2014-15.

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



## **SECTION 2 – 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 registered or certified mail, and if by the state shall be addressed to the Teamsters Local Union No. 2011, 5818 E. Dr. Martin Luther King, Jr., Blvd., Tampa, Florida 33619; and if by the Union 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 3 – Emergencies**

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor 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.

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**APPENDIX A**  
**CLASSES IN THE SECURITY SERVICES UNIT**  
**CBU Code 08**

<b>Class Code</b>	<b>Class Title</b>
8003	*Correctional Officer
8005	*Correctional Officer Sergeant
8011	*Correctional Officer Lieutenant
8013	*Correctional Officer Captain
8036	*Correctional Probation Officer
8037	Correctional Probation Officer - Institution
8039	*Correctional Probation Senior Officer
8040	*Correctional Probation Specialist
8041	Correctional Probation Senior Officer - Institution
8045	*Correctional Probation Supervisor
8046	*Correctional Probation Senior Supervisor
8047	Correctional Probation Supervisor - Institution
8236	*Institutional Security Specialist (NAT)
8237	*Institutional Security Specialist I
8238	*Institutional Security Specialist II
8240	*Institutional Security Specialist Shift Supervisor

\*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.

**APPENDIX B**  
**GRIEVANCE**  
**SECURITY SERVICES BARGAINING UNIT – STATE OF FLORIDA**  
**TEAMSTERS LOCAL UNION NO. 2011**

*Affiliated with the International Brotherhood of Teamsters*

5818 E. M.L. King, Jr., Blvd. • Tampa, FL 33619

Fax (813) 349-1327 • 1-855-IBT-2011

**PLEASE PRINT LEGIBLY**

Grievance Step (Please Circle)    1    2    3

Employee Name \_\_\_\_\_

Facility Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Class Title: \_\_\_\_\_

DOC Region (Circle)    1    2    3

Corrections \_\_\_\_\_ Probation \_\_\_\_\_ DCF \_\_\_\_\_ APD \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

State the nature of the grievance including dates, names, and places. Specify claimed Contract Violation(s) by Article and Section number. In order to assist in the processing of this grievance, please attach evidence and documentation in support of the grievance if available.

CONTRACT VIOLATION: Article(s) and Section(s): \_\_\_\_\_ Date of alleged violation(s): \_\_\_\_\_

GRIEVANCE: \_\_\_\_\_

REMEDY SOUGHT: \_\_\_\_\_

I authorize the following Grievance Representative to process this grievance on my behalf:

Representative's Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone : \_\_\_\_\_

Fax: \_\_\_\_\_

I understand and agree that the Local Union 2011 has the final authority in processing, presenting and adjusting any grievance, complaint, or dispute, in such manner as the Local Union, its affiliate Officers and/or Business Representative may consider to be in the best interest of the Local Union. I also understand and agree that the Local Union and its Officers and/or Business Representatives may decline to process a grievance, dispute, or complaint, if in their judgment, it lacks merit.

Grievant's Signature \_\_\_\_\_

Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Submitted to Agency Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS REPRESENTATIVE’S PROCESSING**

Grievance No. \_\_\_\_\_

Date Received: \_\_\_\_\_

Union Representative \_\_\_\_\_

Steward \_\_\_\_\_

Date met with employer: \_\_\_\_\_

Facts:

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Disposition:

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**APPENDIX C**  
**REQUEST FOR ARBITRATION**  
**SECURITY SERVICES BARGAINING UNIT – STATE OF FLORIDA**  
**TEAMSTERS LOCAL UNION NO. 2011**  
*Affiliated with the International Brotherhood of Teamsters*

5818 E. M.L. King, Jr., Blvd. · Tampa, FL 33619  
Fax (813) 349-1327 · 1-855-IBT-2011

The Teamsters Local Union No. 2011 [“Teamsters”], representing employees in the Security Services bargaining unit, hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT NAME: \_\_\_\_\_

AGENCY (Please Circle):            DOC            DCF            APD

Attached is a copy of the grievance as it was submitted at Step 3 of the grievance procedure, and a copy of the written decision rendered by the Department of Management Services.

I hereby authorize the Teamsters, and the following representative, to proceed to arbitration with my grievance. I also authorize the Teamsters 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: \_\_\_\_\_

Date Submitted to Arbitration Coordinator, Department of Management Services: \_\_\_\_\_

APPENDIX D

**Draft Revisions to DC Promotional Procedure**  
**Confidential Collective Bargaining Product**

**PROCEDURE NUMBER:** 208.005

**PROCEDURE TITLE:** CORRECTIONAL OFFICER AND  
CORRECTIONAL PROBATION OFFICER  
PROMOTIONAL PROCESS

**RESPONSIBLE AUTHORITY:** OFFICE OF HUMAN RESOURCES

**ISSUE DATE:** JUNE 16, 2000; REVISED APRIL 19, 2002; JULY 30,  
2002; SEPTEMBER 26, 2002; PEN AND INK JULY 15,  
2004; REVISED JANUARY 7, 2005; PEN AND INK  
MAY 3, 2007; REVISED DECEMBER 13, 2007; PEN  
AND INK OCTOBER 2, 2009;

**ANNUAL REVIEW:**

**SUPERSEDES:** NONE

**RELEVANT DC FORMS:** DC2-819, DC2-824, DC2-825, DC2-826, DC2-829, AND  
DC2-830

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**ACA/CAC STANDARDS:** 3-3047, 3-3052, 3-3055, 3-3056; 4-4048, 4-4053, 4-4057, 4-4058,  
4-ACRS-7B-04, AND 4-ACRS-7E-07

**STATE/FEDERAL STATUTES:** CHAPTER 119, AND SECTIONS 110.112, AND  
945.0311(1)(B), F.S.; ART. 1 s. 24(a) OF THE CONSTITUTION OF THE STATE OF  
FLORIDA; AND TITLE 38, U.S.CODE

**FLORIDA ADMINISTRATIVE CODE:** CHAPTERS 55A-7, 60L-32, 60L-33, AND 60L-  
34.0071, F.A.C.

**SECURITY SERVICES BARGAINING UNIT AGREEMENT:** ARTICLES 9 AND 10

**PURPOSE:** To establish a uniform process to select the best suited applicant to fill promotional correctional officer sergeant, lieutenant, captain, correctional probation senior officer, correctional probation specialist, correctional probation supervisor, or correctional probation senior supervisor vacancies based on objective selection guidelines.

**DEFINITIONS:**

- (1) **Collective Bargaining Unit Observer** refers to either a staff representative or a member of the organization which for collective bargaining purposes represents all employees in the security services bargaining unit. Members must be the same or higher rank as the vacant position to observe the interviews.
- (2) **Chairperson** refers to the individual on the selection board who will be responsible for ensuring that the selection board follows the guidelines of the promotional procedure. S/he is authorized to sign as the hiring authority for promotions.
- (3) **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. An employee who promotes out of the unit may not demote back into the unit at a classification higher than the one previously held.
- (4) **Department In-grade Work Experience** refers to continuous work experience without a break in the employee's current broadband level, such as correctional officer sergeant, correctional probation senior officer, etc.
- (5) **Direct Work Experience** refers to work experience in the specific occupational area. For the correctional officer class, positions such as jailer and county and federal correctional officer qualify as direct work experience. Positions such as security guard and watchman will not be considered as direct work experience in the specific occupational area. For the correctional probation officer class, county and federal probation officer would qualify as direct work experience; however, positions such as social worker, human services counselor, and employment or training counselor will not qualify as direct work experience.
- (6) **Essential Functions** refer to the functional job duties of a position that an applicant or employee must be able to perform either with or without the assistance of a reasonable accommodation.

- (7) **Internal Agency Opportunity** refers to the situation in which the circuit administrator or warden considers applicants from qualified, lower-ranking officers in the same classification series who are currently employed by the Department:
- (8) **Mean** is the mathematical calculation of the average number in a range of numbers.
- (9) **Office Supervisor** refers to the correctional probation supervisor and senior supervisor responsible for the operation of the office.
- (10) **Selection Board** refers to a committee of subject matter experts as defined in sections (7)(a) and (7)(b) who convene to select an applicant to fill a vacancy.
- (11) **Vacant Position** refers to an authorized position for which a location is recruiting:
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**SPECIFIC PROCEDURES:**

(1) **GENERAL GUIDELINES GOVERNING THE PROMOTIONAL PROCESS:**

- (a) Vacancies for promotional positions may be announced through an internal agency advertisement.
- (b) Individuals currently employed by the department with a valid “Request for Promotion,” DC2-829, on file in accordance with the Security Services Collective Bargaining Agreement, will be considered for promotion. Correctional probation senior officers who wish to apply for a correctional probation specialist position must submit a valid DC2-829 and follow this procedure.
- (c) A correctional probation officer-institution may submit a DC2-829 for promotional consideration if s/he has maintained her/his Correctional Probation Officer certification.
- (d) When filling a vacant position, the selection board will select applicants without regard to the applicant’s age, race, color, sex, religion, national origin, marital status, or



disability except when such requirement constitutes a bona fide occupational qualification necessary to perform the essential functions associated with the position.

- (e) When filling a vacant position, the chairperson will take affirmative measures to assure equitable representation of minorities and women. This will be done in accordance with the department's Equal Employment Opportunity Plan, section 110.112, F.S., and federal regulation.
- (f) When filling a vacant position, the selection board will select applicants based on the highest combined scores for:
  - 1. education,
  - 2. work experience,
  - 3. training,
  - 4. performance evaluations,
  - 5. veteran's preference, and
  - 6. a structured oral interview.
- (g) Each applicant is responsible for submitting a completed DC2-829, or a State of Florida application and a "Supplemental Application for Correctional Officer and Correctional Probation Officer Promotional Consideration," DC2-824, whichever is applicable. The applicant will list all relevant information to be considered by the selection board when determining which applicants will be interviewed and promoted. Applications will only be accepted during the advertising period.
- (h) All requests for promotion will expire on May 31 of each calendar year.
- (i) The servicing personnel office will ensure that all appointments and selection activities comply with chapters 60L-32 and 60L-33, F.A.C., and that all selection activities are in compliance with:
  - 1. this procedure,
  - 2. all applicable personnel rules,
  - 3. the collective bargaining agreement, and
  - 4. federal and state laws.
- (j) It is the employer's obligation to provide a reasonable accommodation, if requested and/or needed, to:
  - 1. enable an applicant to participate in the selection process, or
  - 2. perform the essential functions of the job.

- (k) In accordance with section 60L-34.0071(3)(h), F.A.C., an employee will be granted administrative leave up to two (2) hours to participate in the interview.

(2) **FILLING A VACANT POSITION:**

- (a) If the vacant position is not filled by a demotion, or the appointment of a previously laid-off employee, all valid “Requests for Reassignment,” DC2-830’s, will be considered in accordance with “Request for Reassignment or Promotion,” Procedure 208.021. The warden or circuit administrator will request a listing of all valid requests for reassignment on file from the servicing personnel office.
- (b) When a position becomes vacant, the circuit administrator or warden will decide whether or not the vacant position is to be filled by a demotion, appointment, or a reassignment. A demotion appointment will take precedence over a reassignment.
- (c) When the circuit administrator or warden decides to advertise a vacant position, the advertisement shall be made for a minimum of seven (7) days. The circuit administrator or warden shall have the option, instead of advertising to fill a vacant position, of selecting an applicant from among the applicants from a previous job announcement for the same class, provided the previous position’s closing date was within the last ninety (90) calendar days, and provided there are at least five (5) qualified applicants remaining on the list. The circuit administrator or warden shall select from among the five (5) highest ranked applicants from that previous job announcement.
- (d) If there are fewer than five (5) qualified applicants for any one (1) advertised vacancy, that vacancy will be re-advertised for a minimum of seven (7) calendar days.
- (e) If there are no qualified correctional officer lieutenant applicants for the class of correctional officer captain, the vacancy may be re-advertised and open to probationary status correctional officer lieutenants. If no qualified probationary status correctional officer lieutenants apply, the vacancy may be re-advertised and open to permanent status correctional officer sergeants; however, if qualified correctional officer lieutenants apply in the re-advertisement, correctional officer sergeants and probationary status correctional officer lieutenants will not be interviewed. The re-advertisement will be for a minimum of seven (7) calendar days. Prior to re-advertising, approval must be granted by the Director of Human Resources.
- (f) If there are no qualified correctional officer sergeant applicants for the class of correctional officer lieutenant, the vacancy may be re-advertised and open to probationary status correctional officer sergeants. If no qualified probationary status correctional officer sergeants apply, the vacancy may be re-advertised and open to

permanent status correctional officers; however, if qualified correctional officer sergeants apply in the re-advertisement, probationary status correctional officer sergeants and correctional officers will not be interviewed. The re-advertisement will be for a minimum of seven (7) calendar days. Prior to re-advertising, approval must be granted by the Director of Human Resources.

- (g) If more than one (1) vacancy exists for the same position title, one (1) advertisement with all position numbers indicated will be sufficient.

(3) **APPLICATION PROCESS:**

(a) **General requirements:**

1. The servicing personnel office will maintain all valid DC2-829s currently on file.
2. Applicants who do not currently have a DC2-829 on file may apply for the position by submitting a DC2-829 to the servicing personnel office. Applicants will not submit the DC2-829 to PeopleFirst.
3. Internal applicants requesting a reassignment will not be considered if the request for reassignment is made during the promotional advertisement period. If a position is advertised, it is considered a promotional opportunity.

(4) **CALCULATING POINTS:**

- (a) The servicing personnel office will complete the “Promotional Scoresheet,” DC2-825.
- (b) Applicants for correctional officer positions and correctional probation officer positions will be awarded four (4) points for education higher than the minimum requirements for their current position. Points will be awarded based on information provided on the DC-829 or the DC2-824.

Note: Degrees must be from an accredited college or university.

- (c) **Direct Work Experience:** An applicant will receive one (1) point for each year of direct work experience in the specific occupational area s/he has applied for, such as correctional officer or correctional probation officer duties. A maximum of twelve (12) points will be awarded for direct work experience. The work experience must be job title specific and the applicant must have met all the minimum qualifications for the job. Note: Work experience as an auxiliary officer or at a level which is less than required for the occupational field will not be considered.

- (d) **Department In-grade Work Experience:** An applicant will receive one (1) point for each year of continuous work experience with no break in service in her/his current broadband level in the specific occupational area (correctional officer or correctional probation officer) with the Florida Department of Corrections, provided the applicant has met all the minimum qualifications including certification or the equivalent. A maximum of eight (8) points will be granted for in-grade work experience.

Note: In accordance with section 4316, Title 38, U.S. Code, reemployed service members are entitled to seniority and all rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed; therefore, the employee will be credited for time in class for the period s/he served on active duty.

- (e) **Training:** An applicant will receive one (1) point for each forty (40) hour block of completed Criminal Justice Standards and Training Commission-approved advanced and specialized training, for a maximum of five (5) points.
- (f) **Performance Evaluations:** In order to be eligible for promotion, an applicant must have met the expectations of their performance standards for the preceding three (3) years. Any period in which the employee was not evaluated must be considered “Meets Expectations.”
- (g) **Veterans’ Preference in Promotion:** Persons reinstated or reemployed in accordance with chapter 295.09, Florida Statutes, will have the right to claim and be awarded preference in promotion. Eligibility for preference in promotion will apply only to a veteran’s first promotion after reinstatement or reemployment, without exception. (Note: the employee may continue to claim preference in promotion until s/he is actually promoted.)
1. Preference eligible applicants under categories (a) and (b) below are entitled to have ten percent (10%) of the total possible number of points added to her/his scores in promotional opportunities. For example, the maximum number of points for a correctional officer is currently 134, which equals thirteen (13) veterans’ preference points. This number will be added to her/his earned score prior to applicants being selected for an interview if s/he is:
    - a. a disabled veteran who has served on active duty in any branch of the Armed Forces and who has a presently existing service-connected disability which is compensable under public laws administered by the Veterans’ Administration; or who is eligible for or receiving compensation, disability retirement benefits, or pension under public laws administered by the United States Department of Veterans’ Affairs and the Department of Defense; and/or

- b. the spouse of any person who has a total and permanent service-connected disability and who because of this disability, cannot qualify for employment; or who is missing in action, captured in line of duty by a hostile force, or forcibly detained by a foreign government or power.
  2. A wartime veteran as defined in section 55A-7.003(12), F.A.C., or the un-remarried widow or widower of a veteran who died of a service-connected disability is also eligible for additional points. Specifically, s/he is entitled to have five percent (5%) of the total possible points added to her/his score in promotional opportunities. For example, the maximum number of points for a correctional probation officer is currently 130, which equals seven (7) veterans' preference points. This number will be added to her/his earned score prior to applicants being selected for an interview.
  3. When determining the successful candidate, the preference eligible applicant will be awarded preference in promotion. This applicant will be promoted ahead of all others who are as well or less qualified for the position.
  4. Before awarding veterans' preference points to an applicant, the servicing personnel office will be responsible for determining the applicants' eligibility for preference. The servicing personnel office will also verify that all supporting documents have been submitted.
- (5) **DETERMINING INTERVIEWEES:** The servicing personnel office will rank the applicants to be interviewed based on the total points as calculated above. All applicants with the same score will be ranked at the same level.
- (a) If there are fewer than five (5) qualified applicants, all applicants will be interviewed.
  - (b) If there are more than five (5) qualified applicants, the number of applicants to be interviewed will be determined by the chairperson; however, all applicants ranked at or above the level that will produce a minimum of five (5) qualified applicants will be interviewed.
  - (c) Once the applicants to be interviewed have been identified, the servicing personnel office will determine if any of the applicants should be removed from consideration based on the promotional restrictions cited in section (6) below.
  - (d) The servicing personnel office will give the selection board chairperson the names and work locations of the interviewees selected based on the information on the DC2-825.

(6) **PROMOTIONAL RESTRICTIONS:**

- (a) An employee who has received disciplinary action in the form of a suspension within twelve (12) months before the closing date of the advertised position will not be considered for a promotion. Any disciplinary action that occurs between the closing date of the advertisement and the effective date of an offered promotion may disqualify an employee from being promoted or considered for a promotion.
  - 1. Demotions:
    - a. Employees who are demoted due to discipline are ineligible for a promotion for twenty-four (24) months beginning with the effective date of the demotion.
    - b. Employees who are demoted during their probationary period are ineligible for promotion for twelve (12) months beginning with the effective date of the demotion.
  - (b) **Promotion in Rank**: Employees will only be considered for promotion in rank order.
    - 1. For the correctional officer class, the rank order is:
      - a. correctional officer,
      - b. correctional officer sergeant,
      - c. correctional officer lieutenant, and
      - d. correctional officer captain.
    - 2. For the correctional probation officer class, the rank order is:
      - a. correctional probation officer,
      - b. correctional probation senior officer,
      - c. correctional probation specialist,
      - d. correctional probation supervisor, and
      - e. correctional probation senior supervisor.
  - (c) Employees in probationary status will not be considered for promotion until they attain permanent status in her/his current class, except as provided for in Section 2(d) of this procedure.
- (7) **SELECTION BOARD**: The following positions will serve on the appropriate selection boards:
  - (a) **Major Institutions, Work Release Centers, Work Camps, and Road Prisons**:
    - 1. Correctional Officer Sergeant:
      - a. warden (chairperson),
      - b. assistant warden, and
      - c. chief of security or department head, when applicable.
    - 2. Correctional Officer Lieutenant or Captain:
      - a. warden (chairperson),
      - b. assistant warden , and
      - c. chief of security or department head, when applicable.

(b) **Community Corrections:**

1. Correctional Probation Senior Officer or Correctional Probation Specialist:
  - a. circuit administrator (chairperson), and
  - b. office supervisor where the vacancy exists.
2. Correctional Probation Supervisor or Senior Supervisor:
  - a. circuit administrator (chairperson), and
  - b. circuit administrator (from another circuit).

(c) If any of the above members cannot participate in the interview process, a designated alternate representative may be selected to participate in her/his place with the approval of both the chairperson and the Employee Relations Section in the Bureau of Personnel. The Employee Relations Section will notify the collective bargaining unit representative of the alternate member and the reasons for the alternate.

(d) Members of the selection board will not be changed once the process has begun.

(e) Selection board membership will include minority and/or female representation. If there is not a minority and/or female from the institution, circuit, or office, s/he must be selected from another institution, circuit, or office.

(f) Relatives of the applicant as defined in “Employment of Relatives,” Procedure 208.046, will be prohibited from serving on the selection board.

(g) **Responsibilities:**

1. Once the selection board chairperson receives the list of interviewees, s/he will obtain an “Oral Interview Scoresheet,” DC2-XXX, from the department’s Intranet Web Site for use during the oral interviews. The form can be downloaded from the following link: <http://dcweb/co/forms/dc2-826.doc>.
2. The chairperson will ensure that the applicant is notified of the date, time, and place s/he is to report for her/his interview.
3. If an applicant cannot report at the scheduled time, flexibility by the selection board may be necessary in order to accommodate the applicant. Telephone interviews will be permitted by mutual agreement of the parties.
4. If, for any reason, an applicant who is scheduled to be interviewed withdraws her/his application, the selection board will choose the next highest scoring applicant, if available, to take that applicant’s place and proceed with the interview process.
5. The Employee Relations supervisor will contact the collective bargaining unit’s designated representative two business days in advance of the scheduled interviews to advise her/him of the date, time, and place of the interviews, provided that the chairperson timely contacted the Employee Relations supervisor as required.

- a. The collective bargaining unit's designated representative may send an observer to the interview, but s/he may be a non-participating observer only. The observer must be the same or higher rank as the vacant position to observe the interviews.
- b. The observer may not interfere with the interview process. However, if the observer has any concerns regarding the interview process, s/he may contact the collective bargaining unit's designated representative and the Employee Relations Section in the Bureau of Personnel at the conclusion of the interview process.
- c. The observer may not take notes or record the interviews.
- d. Time spent as an observer will not be considered time worked for collective bargaining unit members.

(8) **ORAL INTERVIEW:** During the oral interview, each selection board member will award points on the DC2-XXX.

- (a) The oral interview will consist of three (3) scenario and procedural based questions. These questions will be consistently asked of all applicants.
- (b) The oral interview will be audio taped by the chairperson to preserve an exact record of questions asked and responses given. The person interviewed will be duly informed that the interview will be audio taped.
- (c) While evaluating applicants during oral interviews, selection board members will not share their perceptions with one another before completing the DC2-XXX to avoid influencing other board members' perceptions and evaluations.
- (d) Prior to the oral interview:
  1. At least three business days prior to the interview, the chairperson will contact the Employee Relations supervisor in the Bureau of Personnel and inform her/him of the scheduled date the interviews will be held.
  2. The Employee Relations supervisor will e-mail the chairperson the list of randomly selected questions on the day of the interviews. The chairperson will delete the questions from the email after they are printed. Following the oral interviews, the chairperson is responsible for ensuring all the questions are shredded except for one copy which is to be returned to the servicing personnel office with all other documents.
  3. Applicants will be scored based on their communication skills and the relevancy of their answers with the possibility of earning up to fifteen (15) points for each scenario based question, for a maximum of forty-five (45) points for each board



- member. Each selection board member will use a predetermined rubric to score each applicant. All applicants will be asked the same questions.
4. Each selection board member must independently determine the number of points to award an applicant for each scenario based question. The number of points awarded will range from the following:
    - Zero (0) points for no response
    - One (1) point for a poor response
    - Two (2) points for a below average response
    - Three (3) points for an average response
    - Four (4) points for a good response, and
    - Five (5) points for an excellent response
  5. The composite rating from each scenario based question shall be the mean of the individual selection board members ratings as calculated by the servicing personnel office.

(9) **SELECTING THE TOP APPLICANT:**

- (a) All questions and answers are confidential under Section 119.07(1)(d), F.S. To ensure the questions remain confidential, the following actions will be taken:
  1. At the conclusion of each interview, the selection board members will turn over their DC2-826s to the chairperson. . The chairperson will fax the DC2-826s to the servicing personnel office, and forward the audiotape, DC2-825, and DC2-826s to the servicing personnel office.
  2. All selection modules including questions will be maintained in a secure, locked location. Access will be limited to designated personnel office staff.
- (b) The servicing personnel office will verify the following information on the highest scoring applicant(s):
  1. date of employment,
  2. direct work and department in-grade experience,
  3. employment history with the department including discipline, and permanent status in current class,
  4. related employment history outside the agency,
  5. performance evaluations,
  6. education, and
  7. Criminal Justice Standards and Training Commission (CJSTC) Training.

- (c) For all classes, the servicing personnel office will finalize the DC2-825 by including the information obtained from the oral interviews and notify the chairperson of the five (5) applicants with the highest points.
  - 1. The chairperson may select any one (1) of the top five (5) applicants.
  
- (d) Should the selected applicant turn down the promotional offer, or if the selected applicants is unable and/or unavailable, for whatever reason, to perform the essential functions of the position on the date the promotion is be effective, the chairperson will offer the position to one (1) of the remaining top five (5) applicants with the highest points. For all classes in sections (9)(c) and (d) above, in the case of a tied score, the selection board must break the tie by consensus, unless one of the tied candidates is eligible for veterans' preference in promotion. In this instance, the veterans' preference candidate will be promoted ahead of all others who are as equally qualified, in accordance with chapter 55A-7, F.A.C. If there is not a veterans' preference candidate, the rationale or method used to break the tie will be documented in writing and included in the selection module.
  
- (e) In a case where any of the top five (5) applicants are tied and none are veterans' preference eligible, the tie will be broken by seniority in her/his current class.
  
- (f) If the applicants are still tied, the tie will be broken by seniority in the correctional officer/correctional probation officer series.
  
- (g) If there is still a tie between the applicants, the chairperson will select the applicant and document the basis and rationale for the decision in writing.
  
- (h) The servicing personnel office will not advise any applicants of their scores until the selection process is finalized.

(10) **NOTIFICATION OF THE SELECTION DECISION:**

- (a) The servicing personnel office will:
  - 1. verify that the selected applicant is eligible, including selective service registration, for the class prior to an appointment;
  - 2. complete a "Personnel Action Request," DC2-819, and submit it to the chairperson;
  - 3. sign the DC2-819 and return it to the servicing personnel office;
  - 4. notify the selected applicant in writing of the promotion decision and effective date, and give a copy to the chairperson of the selection board for her /his records;

5. cancel any pending reassignment requests on file for the selected employee if s/he was appointed to the position pursuant to a request for reassignment, and note that the selected employee may not file another reassignment request for twelve (12) months from the date of the employee's reassignment;
6. cancel any pending promotion requests on file for the selected employee if s/he was appointed to the position pursuant to a request for promotion, and note that the selected employee may not file another promotion request for twelve (12) months from the date of the employee's promotion; and (see section [6][d] for an exception)
7. cancel any pending reassignment requests on file for the selected employee if s/he declines the position pursuant to a request for reassignment, and note that the selected employee may not file another reassignment request for twelve (12) months from the date of the employee's declining the reassignment.

(b) PeopleFirst will notify all unsuccessful applicants of the promotion decision by e-mail within forty-five (45) calendar days of the date the selection decision is made.

(12) Documentation with regard to the recruitment and selection process generated by both the servicing personnel office and PeopleFirst will be retained for the period of time as designated in the records retention schedule of the Department of State and "Records Retention and Disposition," Procedure 604.605, unless the selection process is in litigation or a complaint remains unresolved.

(13) Because they are administered by a governmental agency for the purpose of licensure, certification, or employment, all oral interview questions and answer sheets are exempt from the provisions of subsection 119.07(1), F.S., and Art. 1 s. 24(a) of the Constitution of the State of Florida. Any employee who was interviewed for a position, therefore, has the right to review her/his own answer sheet, but no others.

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/S/

**APPENDIX E**  
**FISCAL YEAR 2014-15 SUPPLEMENT**

**Article 5**      *Ratified/Effective August 4, 2014*

**UNION 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 Union.

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the Union to investigate grievances at the Oral Step and to represent a grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Union 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 Union shall furnish to the state and keep up-to-date a list of Union Business Agents. The state will not recognize any person as a Business Agent whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union Stewards. The Union 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 Union Steward. The state shall not recognize an employee as an authorized Union Steward until such information has been received from the Union.

(C) Union Business Agents and Stewards may represent employees as Grievance Representatives.

**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 Union-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 Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

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

- (1) Recreational and social affairs of the Union
- (2) Union meetings
- (3) Union elections
- (4) Reports of Union committees
- (5) Union benefit programs
- (6) Current Union 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 Union representative.

(E) A violation of these provisions by a Union Business Agent, Steward, or an authorized 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 ~~President of the Union or designee, the state will,~~ on no more than on a quarterly basis, the state will provide the Union it with personnel data from the state personnel database (People First). a list giving the name, home address on file, classification title, and gross salary for each employee. These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This list information will be prepared on the basis of the latest information on file available in the database at the time the list is prepared of the request. Where employee lists are fully available at no cost to non public entities, they shall be made available to the President of the Union upon written request, at no cost.

(B) ~~The Union agrees that the home addresses and telephone numbers of employees shall remain confidential pursuant to section 119.07, Florida Statutes. The Union will not disclose the home addresses and telephone numbers of employees to third parties including, but not limited to, sale of the information to other persons or parties. It is the state's policy to protect employee data exempt from public access under the provisions of Florida Statute 119.071(4) from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, social security numbers, and dates of birth. The Union agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Union 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 Union 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 Union in writing of the proposed changes. This procedure shall not constitute a waiver of the Union's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Union 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 Union 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 Union 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 Union will be permitted a 15-minute presentation to address new employees at orientation and training academies. The Union may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the Union. A presentation may be made only once per academy class. The Union 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 Union, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the Union 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 Union Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three Union 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 Union Staff Representative.

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two Union 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 Union Staff Representative. A copy of all requests shall be served on both the agency and the Union 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 working hours of ~~an employee~~ any participant, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed time worked. Attendance at a consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and 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**

The Union 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 Union 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 Union at any other level of state government.

## **Article 6 GRIEVANCE PROCEDURE**

*Imposed/Effective July 1, 2014*

It is the policy of the state and Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the

employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

## **SECTION 1 – Definitions**

As used in this Article:

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

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

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

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

(A) If ~~an employee~~ a grievant or the Union has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the ~~employee grievant~~ or the Union 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 grievant~~ or the Union. In the case of any duplicate filing, the action first filed will be the one processed.

(B) ~~An employee~~ A grievant who decides to use this grievance procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether he shall be represented by the Union. If the ~~employee grievant~~ is represented by the Union, any decision agreed to by the state and Union shall be binding on the ~~employee grievant~~.

(C) Where Union representation is requested by ~~an employee~~ a grievant, the ~~employee’s grievant’s~~ representative shall be selected from the list of Union Grievance Representatives or Union Business Agents which has been provided to the state by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and



the state has been notified in accordance with Article 5, Section 2 (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

(1) A Grievance Representative will not be allowed time off with pay to investigate his own grievance.

(2) Time spent by a Grievance Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

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

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

(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than 50 miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative selected to represent ~~an employee~~ a grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(D) ~~Both~~ The employee grievant and the ~~employee's~~ grievant's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing, with a copy sent to ~~both the employee grievant and the employee's grievant's~~ grievant's representative.

(E) If the ~~employee~~ grievant is not represented by the Union, any adjustment of the

grievance shall be consistent with the terms of this Agreement. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Union shall not be bound by the decision of any grievance in which the ~~employee grievant~~ chose not to be represented by the Union.

(F) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the state or the Union in other cases.

### **SECTION 3 – Procedures**

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

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

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

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular working hours of any required participant, such participant shall be excused without loss of pay for that purpose a grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular working hours shall not be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the union.

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

(1) Oral Discussion

(a) An employee having a grievance may, within ~~14~~ 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the ~~employee grievant~~ or the ~~employee's grievant's~~ representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the ~~employee grievant~~ and the ~~employee's grievant's~~ representative, if any, within ~~14~~ 10 days following the date the grievance is received at the Oral Step.

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

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

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

(2) Step 1

(a) If the employee grievant elects to utilize the oral discussion step and the grievance is not resolved, the employee grievant or the designated employee grievance representative may submit it in writing to the Step 1 management representative within ~~14~~ 10 days following the receipt of the oral step decision. If the employee grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within ~~14~~ 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee grievant or the designated employee grievance representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the employee grievant and the employee's grievant's representative, if any, within ~~14~~ 15 days following the date the grievance is received at Step 1.

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

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

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee grievant or the ~~employee's grievant's~~ representative may submit it in writing to the Agency Head or designated representative within ~~44~~ 10 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or designated representative may meet with the employee grievant and/or the ~~designated Union grievant's~~ representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing to the grievant and the grievant's representative, if any, within ~~24~~ 15 days following receipt of the written grievance.

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

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

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated Union representative, or the employee grievant or his representative, if not represented by the Union, may appeal the ~~Step 2 decision grievance,~~ in writing, to the Department of Management Services within ~~44~~ 15 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services ~~may~~ shall ~~meet with the Union President or designated Union representative,~~ to discuss the grievance with the Union representative, or the grievant or representative if not represented by the Union. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee grievant and ~~the Union President or designated Union his~~ representative within ~~24~~ 15 days following receipt of the written grievance.

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

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

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(6) Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 3 ~~2~~, the President of the Union or a designated member of his staff may appeal the grievance to ~~A~~arbitration on a Request for Arbitration Form as contained in Appendix C within ~~14~~ 10 days after receipt of the decision at Step 3 ~~2~~. If a contract language dispute as described in (4) above is not resolved at Step 3, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the employee grievant because he was not a dues-paying member of the Union, the employee grievant may appeal the grievance to ~~A~~arbitration.

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

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

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule

within the prescribed period. ~~As an exception to this scheduling requirement,~~ a A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule Arbitration hearings ~~shall be held~~ at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within ~~20~~ 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

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

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

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

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

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

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

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

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

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

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

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

a. ~~No~~ An award for back pay shall not exceed the amount of pay the ~~employee 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, and such back pay shall not include punitive damages, and shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance 15 days prior to the date the grievance was initially filed.

b. ~~The award shall not exceed the actual loss to the grievant and will not include punitive damages.~~ If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(d), above, and the rescheduled date.

(g) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and Union will evenly split the arbitrator's fee and expenses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either

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

(h i) The Union will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 – Time Limits**

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

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

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

#### **SECTION 5 – Exceptions**

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within ~~14~~ 15 days following the occurrence of the event giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance shall list the employees adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within ~~14~~ 15 days of the occurrence of the event giving rise to the grievance.



(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

**Article 23** *Ratified/Effective August 4, 2014*  
**HOURS OF WORK/OVERTIME**

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

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

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

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

(D) Management retains the right to approve time off for its employees. However, the state will make a good faith effort, whenever practical, to approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

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

(F) Absent a compelling need, an employee who is regularly scheduled to work 12 hour shifts shall not be required to work an extended workday of more than 16 continuous hours. Upon working an extended workday, the employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

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

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

(B) For shifts, and shift changes the following shall apply:

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

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

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

(D) Where practical, vacation and holiday leave shall be scheduled at least 60 days in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal

8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

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

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Court Appearances**

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

### **SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

### **SECTION 6 – Special Compensatory Leave**

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

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

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

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

~~(1) — Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.~~

~~(2) — An employee may be required to reduce special compensatory leave credit balances. Where an employee is required to reduce special compensatory time, the employee shall be provided seven days' notice of such leave. Such required leave shall be scheduled at a minimum of eight hour increments if such hours are available.~~

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

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

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

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

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

~~(D) — Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.~~

(B) Special Compensatory Leave Credits Earned On or After November 1, 2014.

(1) Special compensatory leave credits as described in (A)(1) earned on or after November 1, 2014 are to be 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.

(2) Special compensatory leave credits as described in (A)(2) earned on or after November 1, 2014 are to be used within 120 calendar days from the end of the work period in which the leave is credited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that ensures that all leave credits earned on or after November 1, 2014 are

used within the time limits specified in (B)(1) and (2). However, if the agency is unable to schedule such leave within these time limits, the agency shall extend the time limits for an additional 180 calendar days. All leave credits earned on or after November 1, 2014 shall be used prior to any pre-November 1, 2014 credits.

(4) If any leave credits earned on or after November 1, 2014 remain at the end of the extended period, the employee shall be paid for such unused leave at the employee's current regular rate of pay.

(C) Special Compensatory Leave Credits Earned Prior to November 1, 2014.

(1) Agencies may require employees to reduce special compensatory leave credits earned prior to November 1, 2014 pursuant to their authority in Rule 60L-34, F.A.C., subject to the provisions of (D) below.

(2) Upon separation, an employee shall be paid for all pre-November 1, 2014 special compensatory leave credits. Such hours shall be paid at the employee's current regular rate of pay. Any special compensatory leave hours earned prior to November 1, 2014 that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

(D) Prior to using any annual leave or regular compensatory leave credits an employee shall first use:

(1) any special compensatory leave credits earned on or after November 1, 2014, and

(2) a minimum of 120 hours of special compensatory leave credits earned prior to November 1, 2014, or a lesser number that reduces that balance to zero, in the calendar year.

## **SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

**Article 25**  
**WAGES**

*Imposed/Effective July 1, 2014*

**SECTION 1 – General Pay Provisions**

(A) Pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2014-2015 General Appropriations Act.

**SECTION 2 – Other Pay Provisions – Department of Corrections**

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

(A) Initial Appointment

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

(C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

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

In accordance with the authority provided in section 8(5)(k) of the Fiscal Year 2014-2015 General Appropriations Act, contingent on the availability of funds and at the Agency Head's

discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

#### **SECTION 4 – Cash Payout of Annual Leave**

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

#### **SECTION 5 – Performance Pay**

In accordance with the authority provided in section 8(5)(j) of the Fiscal Year 2014-15 General Appropriations Act, and from existing agency resources, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

#### **SECTION 6 – Savings Sharing Program**

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

#### **SECTION 7 – Discretionary Raises**

In accordance with the authority provided in the Fiscal Year 2014-15 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.