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AGREEMENT

THE STATE OF FLORIDA

and

**THE FLORIDA POLICE
BENEVOLENT
ASSOCIATION**

Security Services Bargaining Unit

July 1, 2002 through June 30, 2005

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AGREEMENT

THIS AGREEMENT is between the State of Florida, hereinafter called the "State," and the **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**, hereinafter called the "Association," 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 Florida Police Benevolent Association, Inc., 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 units 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 March 19, 1985, and as subsequently amended December 8, 1988, PERC Certification Number 667. The Unit description in Certification Number 667 reads as follows:

Unit 8: Security Services, including all nonprofessional 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 or whose primary duties involve the supervised custody, surveillance and control of assigned probationers, parolees, and community controllees within the community.

(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, except for those full-time and part-time employees excluded in Section 2 of this Article.

Article 2 GENDER REFERENCE

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

Article 3 DUES CHECKOFF

SECTION 1 - Deductions

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct Association membership dues and uniform assessments, if any, in an amount established by the Association and certified in writing by the President of the Florida Police Benevolent Association, Inc., or his designee to the State, from the pay of

those employees in the bargaining units who individually make such request on a written checkoff authorization form provided by the Association (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

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

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

(D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 - Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of the Florida Police Benevolent Association, Inc., or his designee, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency, division, district, institution, and amount deducted, of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay For Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Association to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination Of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: (1) revoked by the employee by providing the State and the Association with thirty (30) days written notice that he is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the Association shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

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

SECTION 6 - Processing The Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the Association shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining unit employees who wish to initiate dues deduction; (3) contain all the information required for processing prior to submission to the State.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the State more than

sixty (60) days following the date of the employee's signature will be returned to the Association.

Article 4 NO DISCRIMINATION

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

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

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

(C) Any claim of discrimination or unlawful discrimination by an employee against the State, its officials or representatives, except for grievances related to Association 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 Association 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 – Association Membership

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

Article 5 ASSOCIATION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 - Definitions

The term "Grievance Representative," as used in this Agreement, shall mean a State Career Service employee covered by this Agreement who has been designated by the President of the Florida Police Benevolent Association, Inc., to investigate grievances at the Oral Step and to represent grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Association has been selected as the employee's representative.

SECTION 2 - Designation of Employee Representatives

(A) The President of the Florida Police Benevolent Association, Inc., shall furnish to the State and keep up-to-date a list of Association Staff Representatives. The State will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, the Association shall select a reasonable number of Association Grievance Representatives. The Association shall furnish the State the name, social security number, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The State shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Association.

SECTION 3 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in State-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed "24x36" for Association-purchased bulleting boards of an equal size. Such bulletin boards will be placed at a State facility in an area normally accessible to, and-frequented by, covered

employees. Once a location has been established, it shall not be moved without notice. Where the Association currently maintains bulletin boards or bulletin board space that practice shall continue.

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

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

(E) A violation of these provisions by an Association Staff Representative 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 Florida Police Benevolent Association, Inc., or their designee, the State will, no more than on a quarterly basis, provide the Association with a list giving the name, home address on file, classification title, and gross salary for each employee in this bargaining Unit. 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 Florida Police Benevolent Association, Inc., upon his written request, at no cost.

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

SECTION 5 - Class Specifications/Rules Maintained/Changes to Class Specifications

(A) The State will maintain on the Internet the classification specifications and the Personnel Rules which it has published, and which affect employees within the bargaining Unit.

(B) In instances where the State of Florida determines that a revision to a class specification or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Association shall notify the Department of Management Services, in writing within seven (7) calendar days of any comments it has concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the Association 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 Florida Police Benevolent Association, Inc., 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.

(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 7 - Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the Florida Police Benevolent Association, Inc., the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three (3) representatives of the Association shall 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 Association Staff Representative, the Agency Head and/or his designee(s) and the Staff Representative, with not more than three (3) Association 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 Association Staff Representative.

(C) Upon request by the designated Association Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated Association Staff Representative, with not more than two (2) Association 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 Association Staff Representative. A copy of all requests shall be served on both the Agency and the Association 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 any 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 any agency activities affecting unit 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 five (5) calendar days prior to the scheduled meeting date.

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

SECTION 8 - Negotiations

The Association 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 Association may mutually agree to meet elsewhere at a State facility or other location, which involves no rental cost to the State. There shall be no negotiation by the Association at any other level of State government.

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Employee" shall mean an individual 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 the Personnel Rules of the Career Service System, or holiday observed by the Association pursuant to a list furnished 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 Association 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 Association 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 Association. 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 or not he shall be represented by the Association. If the employee is represented by the Association, any decision mutually agreed to by the State and Association shall be binding on the employee.

(C) Where Association representation is requested by an employee, the employee's representative shall be selected from the list of Association Grievance Representatives or Association Staff Representatives which has been provided to the State by the Association.

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, Paragraph (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 any Oral Step and Step 1 meetings which are 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 those 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 which is 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 fifty (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 who has been 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 and a copy shall be sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement, the Association 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 Association shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Association.

(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 Association in other cases.

SECTION 3 - Procedures

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

(B) Once 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 one individual may respond to a grievance at more than one written step.

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the Oral Step representative. 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 or 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 fourteen (14) days following the date the grievance is received at the Oral Step.

(b) If the employee elects not to utilize the oral discussion provision of this Section, he may file a formal grievance at Step 1, provided such written grievance is filed within fourteen (14) days following the occurrence of the event giving rise to the grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Association 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 mutual agreement by both sides.

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

(2) Step 1

(a) 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 furnished by the Association 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 his designated representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within fourteen (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 Association 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 mutual 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 his designated representative within fourteen (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 his designated representative may have a meeting with the employee and/or the designated Association Staff Representative to discuss the grievance. The Agency Head or his designated representative shall communicate a decision in writing within twenty-one (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 Association 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 mutual agreement by both sides.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the designated Association representative, or the employee if not represented by the Association, may appeal the Step 2 decision, in writing, to the Department of Management Services within fourteen (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 have a meeting with the Association President or the designated Association 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 Association President or the designated Association representative within twenty-one (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 Association 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 mutual agreement by both sides.

(5) Arbitration

(a) If the grievance is not resolved at Step 3, the President of the Florida Police Benevolent Association, Inc., or a designated member of his staff, may appeal the Step 3 decision to Arbitration on a Request for Arbitration Form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the Association refused to represent the employee because he was not a dues-paying member of the Association, the employee may appeal the grievance to Arbitration.

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

(c) The arbitrator shall be one person from a panel of five (5) permanent arbitrators, mutually selected by the State and the Association to serve in rotation for any case or cases submitted.

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If mutual agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e) 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 Association, the grievant(s), and the employees in the bargaining unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (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 his decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

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 Personnel Rules of the Career Service 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 Personnel Rules of the Career Service 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.

(f) 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 Association will evenly split the arbitrator's fee and expenses.

(g) The Association 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 Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association 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 Association 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, or appeal before a governmental board or agency, or court proceeding.

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

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

(2) The Association shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance shall identify 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 fourteen (14) days of the occurrence of the event giving rise to the grievance.

(C) Any employee who has not attained permanent status in the Career Service can only bring non-discipline grievances to Step 3 as provided for in this Article.

Article 7 DISCIPLINE AND DISCHARGE

SECTION 1 - Disciplinary Action

(A) Reductions in base pay, demotions, suspensions, and dismissals may be affected by the State at any time against any employee. Such actions against employees with permanent status in the Career Service System 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 that is required by the Career Service System Rules 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) Oral reprimands shall not be grievable under the provisions of this Agreement.

(2) An oral reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding twelve (12) months.

(3) Written reprimands may be grieved up to Step 3 and the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding eighteen (18) months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

(B) A complaint by an employee with permanent status concerning any written reprimand which contains criminal allegations or criminal charges, may be grieved through the arbitration step of the grievance procedure.

(C) If filed within fourteen (14) calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in the Career Service concerning a reduction in base pay, suspension, 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.

(D) 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.

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 Association shall be investigated by the agency. The agency shall provide the employee and the Association 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 sixty (60) 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 one hundred and twenty (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 and including Step 3 of the Grievance Procedure whose decision 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 Chapter 60L-34, Florida Administrative Code. In cases where the employee can be reassigned, the reassigned employee may be offered the option to return to the original work location if the charges or allegations against him are not sustained.

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, demotions, suspension, or dismissal affecting an employee who has attained permanent status in the Career Service System shall be in accordance with provisions of Chapter 60L-36 of the Personnel Rules.

Article 8 WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When unit employees are to be laid off as defined in the Florida Statutes, the State shall implement such layoff in accordance with the following manner:

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

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

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

(4) No employee with permanent status in the affected class or level shall be laid off while an employee who does not hold permanent status 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 the affected class or level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the 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) 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 Career Service.

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

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

writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a class within the bargaining unit 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 within the series. Such request must be in writing and reassignment or demotion cannot be effected to a higher class within the series.

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

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

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points 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 Career Service System.

SECTION 2 - Job Security

The State shall make a reasonable effort to notify the Association at least thirty (30) days in advance of classes within the bargaining unit that will be involved in a layoff, and also to include 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 Association to discuss the effect of the layoff on the employees involved.

SECTION 3 - Recall

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

(1) 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, the laid off employees with the highest number of retention points shall be offered reemployment and subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(2) 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.

(3) Under no circumstances is a layoff to be considered as 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 the Career Service and who meet all eligibility requirements shall have the opportunity to request reassignment 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 fifty (50) miles of his current duty station.

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

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

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

(F) "Agency needs" are those actions which the agency must take 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.

SECTION 2 - Procedures

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

(B) An employee may submit a Request for Reassignment Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or his designee who shall be responsible for furnishing a copy of each such request to the 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 those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class/occupational level and who has a Request for Reassignment 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 or not the employee with the greatest length of service in the class/occupational level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the class/occupational level is not selected for the vacant position, all employees who have greater length of service in the class/occupational 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 twelve (12) months following the employee's reassignment. If an

employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer of reassignment.

SECTION 3 - Involuntary Reassignment, Transfer Or Change In Duty Station

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 any employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

SECTION 4 - Notice

An employee shall be given a minimum of fourteen (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 thirty (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions.

SECTION 5 - Relocation Allowance

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

SECTION 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 Paragraph (E) of Section 2 and Section 3 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 Association agree that promotions should be used to provide career mobility within the Career Service 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 Personnel Rules, will be followed when making such appointments.

SECTION 1 - Definitions

As used in this Article:

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

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

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

SECTION 2 - Procedures

(A) An employee who has attained permanent status in the Career Service System 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)/occupational 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 twelve (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, those employees who have applied for promotion in accordance with Section 2 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 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.

SECTION 4 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level shall attain permanent status in that classification or occupational level upon successful completion of the designated probationary period. Such employee shall not lose permanent status in such classification or occupational level with the same agency and within the career service system.

(B) An employee who has obtained permanent status in a classification or occupational level who fails, due to performance, to satisfactorily complete the probation in the promotional classification or occupational level shall be demoted to the former classification or occupational level previously held by the employee in an available vacant position.

(1) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower class/occupational level.

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

SECTION 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 whose decision shall be final and binding.

(B) Should the Secretary of the Department of Management Services determine that the standard selection process was not followed in filling a promotional vacancy, they shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be reconducted in accordance with the standard selection process.

Article 11 CLASSIFICATION REVIEW

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included 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 his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (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 its designee. The Secretary's or its designees' review will be in accordance with Chapter 110, Florida Statutes.

(C) The written decision of the Secretary of the Department of Management Services or its designee as to the classification of the position shall be final and binding on all parties.

Article 12 PERSONNEL RECORDS

SECTION 1 - Personnel Files

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee which may be a contractor. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file. 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 any 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 his answer will be attached to the file copy.

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

(D) Where the Agency Head or its 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 for at least one (1) year after final action as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Letters of Counseling

(A) The State and the Association agree that a letter of counseling or counseling notice is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

(B) A letter of counseling or counseling notice will not be considered in determining progressive discipline provided the employee has not been counseled or disciplined for the same offense during the succeeding twelve (12) months, except it may be cited to demonstrate the employee had been previously noticed of the same performance or conduct deficiency.

Article 13 SAFETY

FY 2003-2004 Supplement

SECTION 1 - Safety Committee

(A) It shall be the policy of the State of Florida 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 unit 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 Association shall work toward the establishment of one in each State-controlled facility.

SECTION 2 - Employee Safety

(A) Any employee becoming 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) Bargaining unit 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 bargaining unit 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 may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter 33-24, Florida Administrative Code.

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 of the Security Services Unit 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. No empty ammunition box or metal coin box, or in the glove compartment.

(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 or designated raters, who shall be held accountable for such reviews. All evaluations shall conform to the provisions of Section 110.224, Florida Statutes.

(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 class or occupational level for a 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 continuous service in the job classification/occupational level; provided, however, that an employee shall be considered to have a break in such service when the employee separates, and is not on any 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 Association agree to drug testing of bargaining unit 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 any 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) Any searches conducted 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.

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 Association 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 Chapter 60L-34, of the Personnel Rules, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment shall apply to all bargaining Unit employees.

SECTION 2 - Negotiation Committee

(A) The Association 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 (8) 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 individual 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 Association's Negotiation Committee shall not exceed five hundred (500) 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 (2) 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 - Association Activities

Employees covered by this Agreement shall have the right to request leave without pay for the purpose of attending Association 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 his 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 his 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 Association recognize the importance of training programs in the development of the employees of the State.

In the event the 2002 Legislature authorizes through law a provision for tuition-free university and community college courses the State agrees to administer such provision in accordance with the General Appropriations Act and applicable statute.

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 - Grievability

Any claim by an employee or the Association concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

Article 21 OUT OF TITLE WORK

(A) Each time an employee is designated in writing by the employee's immediate supervisor to act in an established position in a higher classification than the employee's permanent classification, and actually performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of time more than twenty-two (22) workdays within any six (6) consecutive months, the employee shall be eligible to receive a promotional pay increase in accordance with Chapter 60L-32, Florida Administrative Code and applicable law, beginning with the 23rd day.

(B) If an employee's immediate supervisor who is covered by this Agreement inappropriately designates an employee to act in a vacant position in a higher classification,

that supervisor may be held personally liable for reimbursing the agency for any promotional pay increase which results from the inappropriate assignment.

(C) Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class 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 Association concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 2 - Chapter 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 Chapter 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks.

(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 Chapter 60L-34. 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 Personnel Rules as a result of an injury in the line of duty, and is temporarily unable to perform his normal work duties, the Agency Head or his designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) 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 his designee shall attempt to reasonably accommodate any written request by the employee to be assigned duties in a different vacant classification within the employee's medical restrictions.

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

Article 23 HOURS OF WORK/OVERTIME

SECTION 1 - Hours Of Work And Overtime

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

(B) Management retains the right to schedule its employees; however, the State will make a good faith effort, whenever practical, to provide the 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 Chapter 60L-34, Florida Administrative Code; however, employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits.

(D) Management retains the right to approve or disapprove time off for its employees. However, the State will make a good faith effort, whenever practical, to allow employees to use compensatory leave credits as requested by the employee. Failure to approve an employee's specific request 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 Association agrees to support those changes in Chapter 60L-34, Florida Administrative Code that may be required in order for the State to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

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 fourteen (14) calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule. 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 (3) workdays to the employee's immediate supervisor, employees may mutually 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) Where practical, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the agency, seniority and employee preference. The State and the Association 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 twelve (12) months unless otherwise requested by the employee.

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

(D) Where practical, vacation and holiday leave shall be scheduled at least sixty (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.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of sixteen (16) hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The sixteen (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

sixteen (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 fifteen (15) minute rest period during each four (4) 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 Chapter 60L-34, Florida Administrative Code.

SECTION 5 - Non-Required Work Time

Bargaining unit employees shall not be required to volunteer time to the State.

SECTION 6 - Special Compensatory/Leave Credit Balances

(A) When an employee is required to work on a holiday observed pursuant to the Personnel Rules, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor.

(B) During the term of this Agreement, an employee may be required to reduce accumulated special compensatory leave credit balances to a level of 240 hours. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days notice of such leave. Such required leave shall be scheduled at a minimum of eight (8) hour increments if such hours are available.

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 Chapter 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, then 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 Chapter 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 (1) hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (.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 (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each eight (8) hour period such employee is required to be available.

SECTION 3 - Call-Back

(A) An employee called back to work beyond the employee's scheduled hours of work for that day, shall be credited for actual time worked, or a minimum of two (2) hours whichever is greater. The rate of compensation shall be in accordance with the Personnel Rules.

(B) For the purposes of GPS calls only, an employee assigned 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 fifteen (15) minutes for each separate incident. While the statewide average to clear a call is twelve (12) minutes, occasionally a call may take longer than fifteen (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.

**Article 25
WAGES**

SECTION 1 - General Wage Increase for Fiscal Year 2002-2003

Based on the funds provided in the Fiscal Year 2002-2003 General Appropriations Act, all eligible Unit employees shall receive the following:

(A) Effective October 1, 2002, each full-time employee shall receive a competitive pay adjustment of 2.5 percent to the employee's September 30, 2002 base rate of pay (exclusive of any salary additives), as appropriate. Each eligible full-time employee shall receive an annualized minimum increase of \$600. If the competitive pay adjustment is less than \$600, each employee shall receive an additional increase which provides the employee a total annualized increase of \$600.

(B) If any portion of the above-specified increase causes an employee's base rate of pay to exceed the adjusted maximum of the pay range for their class/occupational level, the employee's salary will be increased to the adjusted maximum and the portion of the increase that exceeds the maximum shall be granted in a one-time, lump sum payment equal to three-fourths the difference between the adjusted maximum and 2.5 percent of the employee's September 30, 2002 annual base rate of pay.

(C) If an employee's base rate of pay exceeds the adjusted maximum of the pay range, the employee will be granted a one-time lump sum payment in an amount equal to three-fourths of 2.5 percent of their September 30, 2002, annual base rate of pay.

(D) Eligible part-time employees shall receive the applicable salary increase payment effective October 1, 2002, except the increase will be prorated based on the full-time equivalency of the employee's position.

(E) An employee on leave without pay on October 1, 2002, shall receive the October 1, 2002, increase effective the date the employee returns to pay status. In no case shall the increase be retroactive.

(F) An employee whose job performance is unsatisfactory on October 1, 2002, shall receive the increase when the employee's job performance returns to a satisfactory level. In no case shall the increase be retroactive.

(G) The minimum and maximum of each pay grade will be adjusted upward by 2.5 percent, effective October 1, 2002.

SECTION 2 - Performance Bonuses

The State agrees to administer employee performance bonus payments in accordance with applicable statutes.

SECTION 3 - Pay Provisions

The following provisions shall apply to all appointments of employees to positions allocated to the Security Services Unit ["Unit"] classifications or occupational 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 Career Service 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 Unit employees who, on or after July 1, 2002, are appointed to a position in the Unit with probationary status:

(1) Persons appointed to a Unit 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 occupational 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 occupational level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or their 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 occupational level to which the appointment is made.

(4) The probationary period shall be twelve (12) months for any employee appointed to a Unit 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 (i.e., changing the classification/occupational level of an employee to a Unit class/occupational level having a higher maximum salary) from one position in the Unit to another position in the Unit, the employee shall receive a promotional pay increase in biweekly base rate of pay by being placed in the higher pay grade a minimum of five percent (5%) above the employee's base rate of pay in the lower class or occupational

level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at a time of promotion. An exception to this provision shall be when the employee is demoted and subsequently promoted back to the former classification or occupational level, or to a classification assigned to the same occupational level in the Security Services Unit, within the succeeding twelve (12) months, in which case the employee shall receive the same amount upon increase as was received when demoted. The Agency Head may, at their discretion, grant the employee an advancement of 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 occupational level.

(C) Pay Upon Demotion Appointment

When demoted (i.e., changing the classification/occupational level of an employee to a Unit class/occupational level having a lower maximum salary) from one position in the Unit to another position in the Unit, the employee's biweekly base rate of pay in the lower class or occupational level shall be determined in accordance with the following:

(1) If the employee is demoted before having satisfactorily completed the probationary period for any Unit class/occupational level, the employee's biweekly base rate of pay in the lower class/occupational level shall be determined in the same manner as an initial appointment.

(2) If the employee is demoted before having satisfactorily completed the probationary period for the higher class/occupational level, the employee's biweekly base rate of pay shall be reduced to the amount which the employee was being paid when promoted.

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

SECTION 4 - Increases to Base Rate of Pay, Salary Additives and Cash Payout of Annual Leave

(A) Increases to base rate of pay and salary additives shall be in accordance with the provisions of Chapter 60L-32, Florida Administrative Code.

(B) In accordance with Section 216.262(1)(c)3, Florida Statutes, each agency may be eligible to retain salary dollars for authorized positions eliminated after July 1, 2001. These salary dollars may be used for permanent salary increases.

(C) Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, beginning December 2002, in the form of a cash payout subject to, and in accordance with, applicable statutes.

SECTION 5 – Savings Sharing Program

(A) Individual employees or teams of employees may be eligible for "profit-sharing" for ideas or programs that result in a budget savings to the State.

(B) Agency heads or their designees may recommend to the Legislative Budget Commission employees who generated cost savings to share in a portion of these savings.

SECTION 6 –Wage Increases & Payments Subject to General Appropriations Act

In the event the 2002 Legislature provides a different level of funding for the wage

increases and payments, the State and the Union agree that such increases and payments shall be administered instead in accordance with the provisions of the FY 2002-2003 General Appropriations Act, and any other relevant 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 silver metal, black lettering and pre-numbered. These badges shall be carried in badge cases which shall be issued by the department.

(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 with 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 are eligible to retire from the State of 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.

**Article 27
INSURANCE BENEFITS**

The State agrees to administer the State Employees Group Health Self-Insurance Plan for Fiscal Year in accordance with the current General Appropriations Act and, if provided, the Summary Statement of Intent.

**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 thirty (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 Association nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, 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 Association 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 Association 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 any employee who violates the provisions of this Article and the Association will not resort to the Grievance Procedure on such employee's behalf; however, if the issue is whether or not the employee engaged in activities prohibited by this Article, the Association 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
PREVAILING RIGHTS**

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

(B) Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules or other appropriate administrative or judicial remedy.

**Article 31
MANAGEMENT RIGHTS**

The Association 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/Reopeners

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(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 Association agree that changes in any four (4) articles within this Agreement that the Association or the State desire to reopen shall be subject to negotiations for Fiscal Year 2003-2004, plus any articles under study.

(D) The State and the Association further agree that changes in any four (4) articles within this Agreement that the Association or the State desire to reopen shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2004-2005.

(E) Except as to the above subjects, the State and the Association, 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 must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit 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 bargaining unit members.

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 be effective as of the first day of July 2002, and shall remain in full force and effect through the thirtieth day of June 2005. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

(B) In the event that the State and the Association 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 (10) 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 Florida Police Benevolent Association, Inc., at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Office of the Secretary and the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

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

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective July 1, 2002.

RECOMMENDED FOR THE STATE OF FLORIDA

MICHAEL MATTIMORE
CHIEF NEGOTIATOR

CYNTHIA HENDERSON, SECRETARY

DEPARTMENT OF MANAGEMENT SERVICES

APPROVED FOR THE STATE OF FLORIDA

JEB BUSH
GOVERNOR

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

GENE "HAL" JOHNSON
GENERAL COUNSEL

ERNEST W. GEORGE, PRESIDENT
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

GILBERT L. FORTNER, PRESIDENT
FLORIDA CORRECTIONAL PROBATION OFFICERS CHAPTER

JAMES T. BAIARDI, PRESIDENT
STATE CORRECTIONAL OFFICERS CHAPTER

APPENDIX A
CLASSES IN THE SECURITY SERVICES UNIT

Class Code	Class Title
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.

**FLORIDA POLICE BENEVOLENT ASSOCIATION
SECURITY SERVICES UNIT
FY 2003 – 2004 Supplement**

**Article 13
SAFETY**

Section 1 - Safety Committee

(A) It shall be the policy of the State of Florida 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 unit 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 Association shall work toward the establishment of one in each State-controlled facility.

Section 2 - Employee Safety

(A) Any employee becoming 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) Bargaining unit 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 bargaining unit 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.

(D) The State shall develop and implement a pilot program for testing the effectiveness of puncture resistant gloves among agency designated employees in the bargaining unit responsible for conducting searches of inmates, offenders, or their property and unit employees responsible for the performance of testing involving body fluids.

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, handcuffs, and a hand-held radio, or a cellular telephone. An officer may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter 33-24, Florida Administrative Code.

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 of the Security Services Unit 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. No empty ammunition box or metal coin box, or in the glove compartment.

(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.

Section 7 - Staffing at Institutions

The Department of Corrections will make a good faith effort to fill all correctional officer and correctional probation positions to a level which is equal to a natural lapse caused by promotions, transfers, reassignments, retirements, and other separations.

Article 24 ON-CALL ASSIGNMENT AND CALL-BACK

Section 1 - On-Call

"On-call" assignment shall be as defined in Chapter 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 (1) hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (.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 (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each eight (8) hour period such employee is required to be available.

SECTION 3 - Call-Back

(A) An employee called back to work beyond the employee's scheduled hours of work for that day, shall be credited for actual time worked, or a minimum of two (2) hours whichever is greater. The rate of compensation shall be in accordance with the Personnel Rules.

(B) For the purposes of GPS calls only, an employee assigned 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 fifteen (15) minutes for each separate incident. While the statewide average to clear a call is twelve (12) minutes, occasionally a call may take longer than fifteen (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 Association has any concerns with the program.

**Florida Police Benevolent Association
Security Services Unit
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**Article 25
WAGES**

Section 1 - General Wage Increase for Fiscal Year 2003-2004

Based on the funds provided in the Fiscal Year 2003-2004 General Appropriations Act, all eligible Unit employees shall receive the following:

(A) Effective December 1, 2003, each full-time employee shall receive a competitive pay adjustment of 2.0 percent to the employee's November 30, 2003 base rate of pay (exclusive of any salary additives), not to exceed a maximum annualized adjustment of \$1400. Each eligible full-time employee shall receive an annualized minimum increase of \$500. If the competitive pay adjustment is less than \$500, each employee shall receive an additional increase which provides the employee a total annualized increase of \$500.

(B) If any portion of the above-specified increase causes an employee's base rate of pay to exceed the adjusted maximum of the pay band for their broadband level, the employee's salary will be increased to the adjusted maximum and the portion of the increase that exceeds the maximum shall be granted in a one-time, lump sum payment equal to seven-twelfths the difference between the adjusted maximum and 2.0 percent of the employee's November 30, 2003 annual base rate of pay.

(C) If an employee's base rate of pay exceeds the adjusted maximum of the pay band, the employee will be granted a one-time lump sum payment in an amount equal to seven-twelfths of 2.0 percent of their November 30, 2003, annual base rate of pay.

(D) Eligible part-time employees shall receive the applicable salary increase payment effective December 1, 2003, except the increase will be prorated based on the full-time equivalency of the employee's position.

(E) An employee on leave without pay on December 1, 2003, shall receive the December 1, 2003, increase effective the date the employee returns to pay status. In no case shall the increase be retroactive.

(F) An employee whose job performance is unsatisfactory on December 1, 2003, shall receive the increase when the employee's job performance returns to a satisfactory level. In no case shall the increase be retroactive.

(G) The minimum and maximum of each pay band will be adjusted upward by 2.0 percent, effective December 1, 2003.

Section 2 - Performance Bonuses

The State agrees to administer employee performance bonus payments in accordance with applicable statutes.

Section 3 - Pay Provisions

The following provisions shall apply to all appointments of employees to positions allocated to the Security Services Unit ["Unit"] broadband levels listed in Appendix A, of the Agreement, regardless of whether the appointee is a newly hired employee or currently employed in another broadband level in the Career Service System. The pay bands 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 band, subject to the following:

(A) Initial Appointment

The following shall apply to all Unit employees who, on or after July 1, 2003, are appointed to a position in the Unit with probationary status:

(1) Persons appointed to a Unit 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.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the established minimum salary for the broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or their 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 starting salary for the broadband level to which the appointment is made.

(4) The probationary period shall be twelve (12) months for any employee appointed to a Unit 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 (i.e., changing the broadband level of an employee to a Unit broadband level having a higher maximum salary) from one position in the Unit to another position in the Unit, the employee shall receive a promotional pay increase in biweekly base rate of pay by being placed in the higher pay band a minimum of five percent (5%) above the employee's base rate of pay in the lower broadband level, contingent upon funds being available, or to the minimum salary for the higher broadband level, whichever is greater at the time of promotion. An exception to this provision shall be when the employee is demoted and subsequently promoted back to the former broadband level, or to a position assigned to the same broadband level in the Security Services Unit, within the succeeding twelve (12) months, in which case the employee shall receive the same increases as was received when demoted. The Agency Head may, at their discretion, grant the employee an advancement of up to an additional five percent (5%) at the time of promotion or upon completion of the probationary period. In no case shall the employee be paid below the minimum salary for the broadband level.

(C) Pay Upon Demotion Appointment

When demoted (i.e., changing the broadband level of an employee to a Unit broadband level having a lower maximum salary) from one position in the Unit to another position in the Unit, the employee's biweekly base rate of pay in the lower broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before having satisfactorily completed the probationary period for any Unit broadband level, the employee's biweekly base rate of pay in the lower broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee is demoted before having satisfactorily completed the probationary period for the higher broadband level, the employee's biweekly base rate of pay shall be reduced to the amount which the employee was being paid when

promoted.

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

SECTION 4 - Increases to Base Rate of Pay, Salary Additives and Cash Payout of Annual Leave

(A) Increases to base rate of pay and salary additives shall be in accordance with the provisions of Chapter 60L-32, Florida Administrative Code.

(B) In accordance with Section 216.262(1)(c)3, Florida Statutes, each agency may be eligible to retain salary dollars for authorized positions eliminated after July 1, 2001. These salary dollars may be used for permanent salary increases.

(C) Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, not to exceed the 240 hour lifetime maximum, beginning December 2002, in the form of a cash payout subject to, and in accordance with, applicable statutes.

Section 5 – Savings Sharing Program

(A) Individual employees or teams of employees may be eligible for "profit-sharing" for ideas or programs that result in a budget savings to the State.

(B) Agency heads or their designees may recommend to the Legislative Budget Commission employees who generated cost savings to share in a portion of these savings.

SECTION 6 –Wage Increases & Payments Subject to General Appropriations Act

In the event the 2003 Legislature provides a different level of funding for the wage increases and payments, the State and the Union agree that such increases and payments shall be administered instead in accordance with the provisions of the FY 2003-2004 General Appropriations Act, and any other relevant statutes.