



Florida Police Benevolent Association, Inc.

State of Florida
Security Services Unit
Notice of Ratification Election

ELECTION PROCEDURE:

1. **Election Notice** will be posted on the Florida PBA website for all bargaining unit employees on or about **Tuesday July 9, 2019**. Contract information posted at www.flpba.org.
2. **Election Notice and Ballot** will be mailed to all bargaining unit employees on **Tuesday, July 16, 2019**, containing the following:
 - a. Notice and explanation of voting procedure
 - b. Ratification election ballot and secret ballot envelope
 - c. Return envelope
3. **Election Count Meeting** will be held at **9:30 a.m., Wednesday, August 7, 2019**, at the Florida PBA Office, 300 E. Brevard Street, Tallahassee, Florida 32301 [1-800-733-3722]. **All ballots must be received by the Florida PBA by 5:00 p.m. on Tuesday, August 6, 2019**. The ratification election vote count is open to all bargaining unit employees regardless of membership. The results will be announced at the end of the election vote count.
4. All bargaining unit employees are eligible to vote, regardless of membership in Florida PBA.

CLASSES ELIGIBLE TO VOTE

Employees in the following classes are eligible to vote:

Correctional Probation Officer	Correctional Officer
Correctional Probation Officer — Institution	Correctional Officer Sergeant
Correctional Probation Senior Officer	Correctional Officer Lieutenant
Correctional Probation Specialist	Correctional Officer Captain
Correctional Probation Senior Officer — Institution	Institutional Security Specialist I
Correctional Probation Supervisor	Institutional Security Specialist II
Correctional Probation Senior Supervisor	Institutional Security Specialist Shift Supervisor

NOTICE OF CHANGE IN ELECTION PROCEDURES

During the election process, the Florida PBA will utilize the following changes in its election procedures:

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

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

Al Shopp, Election Trustee

STATE OF FLORIDA
SECURITY SERVICE BARGAINING UNIT

VOTE ON RE-OPENER ARTICLES IN CURRENT CONTRACT

The Security Services Bargaining Unit consists of three employee groups – State Correctional Officers, State Correctional Probation Officers, and Institutional Security Specialists who are employed by the Department of Children & Families, or the Agency for Persons with Disabilities. This contract has been in effect since 2017. The following articles were opened during this year’s bargaining period:

1. Article 10 - Promotions
2. Article 23 – Hours of Work/ Overtime
3. Article 25 – Wages

The summaries describe how each article was resolved either through a “Tentative Agreement” between the parties, or by “Impasse Resolution” of the Legislature. Please read through the summaries below, or go to our website for more information:

Article 10 – Promotions – The State of Florida, Department of Corrections, and active State Correctional and Correctional Probation Officers supported by the Florida Police Benevolent Association tentatively agreed to changes in FDC Procedure 208.005 which can be viewed on our website www.flpba.org. The changes must be ratified to take effect.

Article 23 – Hours of Work/Overtime – The State of Florida, Department of Corrections, and active State Correctional Officers supported by the Florida Police Benevolent Association tentatively agreed to a one-year procedure (expires on July 1, 2020) to address staffing at high vacancy institutions (10% or greater Correctional Officer Shortages). The FDC Procedure 208.069 creates uniformity across all regions and can be found on our website www.flpba.org with a FAQ. The procedure must be ratified to take effect (not ratifying means the Department is not required to follow any guidelines).

Article 25 – Wages – The 2019 Florida Legislature resolved the impasse between the State of Florida and the Florida Police Benevolent Association by granting a \$2,500 base rate of pay increase to State Correctional Probation Officers and Institutional Security Specialists who are employed by the Department of Children & Families, or the Agency for Persons with Disabilities. The increase is effective on July 1, 2019 and applies to the base rate of pay as of June 30, 2019. State Correctional Officers did not receive an increase to the base rate of pay for this year.

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



Al Shopp, Election Trustee

Note: Changes or additions in the proposed agreement are shown in legislative style by stricken or underlined language. The PBA recommends you review the agreement before voting.

Subject to Ratification



AGREEMENT
THE STATE OF FLORIDA
and
THE FLORIDA POLICE
BENEVOLENT ASSOCIATION

Security Services
Bargaining Unit

Effective Upon Ratification
Through June 30, 2020

Fiscal Year 2019-2020 Reopener

Strike-Through/Underline Changes to
2017-2020 Agreement

Incorporates 2019 Legislative Impasse Resolution to
Articles 25 and 27 effective July 1, 2019

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AGREEMENT

THIS AGREEMENT is between the State of Florida, hereinafter called the “state,” and the **FLORIDA POLICE BENEVOLENT ASSOCIATION**, hereinafter called the “PBA” representing the employees in the Security Services Bargaining Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes (F.S.), is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State Government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intention of the parties of this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

(A) The state hereby recognizes the PBA as the representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Security Services Bargaining Unit.

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

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

(C) This Agreement includes all full-time and part-time Career Service employees in

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the classifications and positions listed in Appendix A of this Agreement.

**Article 2
GENDER REFERENCE**

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

**Article 3
VACANT**

**Article 4
NO DISCRIMINATION**

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

(A) The state and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

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

(C) Any claim of unlawful discrimination by an employee against the state, its officials or representatives, except for grievances related to PBA membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

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

SECTION 2 – Non-Discrimination Policy – PBA Membership

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

**Article 5
PBA ACTIVITIES AND EMPLOYEE REPRESENTATION**

SECTION 1 – Definitions

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

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

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

SECTION 2 – Designation of Employee Representatives

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

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

SECTION 3 – Bulletin Boards

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

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

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

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- (7) Training and educational opportunities
 - (8) Decisions reached through consultation meetings, as approved by the Department of Management Services
 - (9) Notices of wage increases for covered employees
- (C) Materials posted on these bulletin boards shall not contain anything, which violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the state or any of its officers or employees.
- (D) Postings must be dated and bear the signature of an authorized PBA representative.
- (E) A violation of these provisions by a PBA Staff Representative or an authorized Unit Representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

SECTION 4 – Information

- (A) Upon request of the PBA on no more than on a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees’ names, home addresses, work locations, classification titles, and other data elements as identified by the PBA that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.
- (B) It is the state’s policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than PBA business.
- (C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee’s grievance.

SECTION 5 – Occupation Profiles and Rules

- (A) The state will maintain on the Department of Management Services’ website the occupation profiles and the Rules of the State Personnel System.
- (B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the PBA in writing of the proposed changes. This procedure

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shall not constitute a waiver of the PBA’s right to bargain over such matters in accordance with Chapter 447, Part II, F.S., and applicable law. The PBA shall notify the Department of Management Services, in writing within ten calendar days of its receipt of written notification from the Department, of its comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the PBA to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 6 – Representative Access

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

(B) If any area of the state’s premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee’s grievance.

SECTION 7 – New Employee Orientation and Training Academies

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

SECTION 8 – Consultation

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

(B) Upon request by the designated PBA Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three PBA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place to be designated by the Agency Head or his designee after consulting with the PBA Staff Representative.

(C) Upon request by the designated PBA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated PBA Staff Representative, with not more than two PBA representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management

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Representative after consulting with the PBA Staff Representative. A copy of all requests shall be served on both the agency and the PBA at their principal offices.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time worked. Attendance at a consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency activities affecting employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date.

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

SECTION 9 – Negotiations

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as Chief Executive Officer. While negotiating meetings shall normally be held in Tallahassee, the state and the PBA may agree to meet elsewhere at a state facility or other location which involves no rental cost to the state. There shall be no negotiation by the PBA at any other level of state government.

(B) The PBA may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the PBA's Negotiation Committee shall not exceed 1000 hours. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

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

SECTION 10 – PBA Activities

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

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Election of Remedy and Representation

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

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

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

SECTION 3 – Procedures

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

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

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

(D) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the PBA.

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

(1) Step 1

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

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of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

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

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

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

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it in writing to the Agency Head or designated representative within 10 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance.

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

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

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

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay,

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demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated PBA representative, or the grievant or his representative, if not represented by the PBA, may appeal the grievance, in writing, to the Department of Management Services within 15 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services shall discuss the grievance with the PBA representative, or the grievant or representative if not represented by the PBA. 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 grievant and his representative within 15 days following receipt of the written grievance.

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

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

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(d) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(5) Arbitration

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

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General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. An appeal may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile.

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

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

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If the PBA is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (6)(d), above, and the rescheduled date.

(h) The fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

(i) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

(j) The PBA 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 PBA where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the PBA 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 PBA or an employee to process a grievance: (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance is, at the same time, the subject of an administrative action, an appeal before a governmental board or agency, or a court proceeding.

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

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

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

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

(C) An employee who has not attained permanent status in his current position and therefore may be disciplined without a showing of cause may only file non-discipline grievances unless the processing of such grievances is further limited by specific provisions of this Agreement.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of permanent arbitrators.

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(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(E)(5) of this procedure shall be applicable.

Article 7
DISCIPLINE AND DISCHARGE

SECTION 1 – Discipline of Permanent Status Employees

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

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

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

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

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

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

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90

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calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the agency stays the suspension and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

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

SECTION 2 – Discipline of Probationary Employees

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

SECTION 3 – Counseling

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

SECTION 4 – Interrogation during Internal Investigations

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

(A) Definitions

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

(1) “Interrogation” refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained

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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.

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

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

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

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

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

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

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

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

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, F.A.C. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations

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against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 5 – Employee Copy

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

SECTION 6 – Notice

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

SECTION 7 – Representation

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

**Article 8
WORKFORCE REDUCTION**

SECTION 1 – Layoffs

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

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

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

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

(4) No employee with permanent status in his current position shall be laid off while an employee who does not hold permanent status in his current position is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in their current positions shall be ranked on a layoff list for the affected class or level based on the total retention points derived as follows:

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), F.S., shall have 15 percent added to their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), F.S., shall have 10 percent added to their total retention points, and those eligible pursuant to section 295.071(1)(f), or (g), F.S., shall have five percent added to their total retention points.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

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(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the class to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected class.

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

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

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

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

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

(13) If an employee requests a lateral action, reassignment, or demotion in lieu of layoff, the same formula and criteria for establishing retention points for that class shall be used as prescribed in this section.

(B) If there is to be a layoff of employees, the state shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-state employees, the state agrees to encourage the employing entity to consider any adversely affected

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unit employees for employment in its organization if the state has been unable to place the employees in other positions within the State Personnel System.

SECTION 2 – Job Security

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

SECTION 3 – Recall

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

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

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

SECTION 4 – Grievability

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

Article 9

LATERAL ACTION, REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

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SECTION 1 – Definitions as used in this Article:

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

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

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

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

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

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

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

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

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

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

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

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

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offenders at a level of security commensurate with the danger they present.

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

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

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

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

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

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

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

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

(G) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station pursuant to a request filed under this Article, all other pending requests from that employee shall be canceled, and the employee will not be eligible to file another request for a

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

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

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

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

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

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

Article 10 PROMOTIONS

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

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Procedures

(A) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application process in the People First system at any time during the advertisement period. To be considered for promotion, the employee must submit a new application for each promotional opportunity advertised.

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

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SECTION 3 – Method of Filling Vacancies

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

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

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

SECTION 4 – Status

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

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of section 110.217(3), F.S., and, pursuant to this statutory provision, are not grievable.

SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

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

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

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promotion be conducted in accordance with the standard selection process.

Article 11
CLASSIFICATION REVIEW

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

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

Article 12
PERSONNEL RECORDS

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

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

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, such document shall be placed in an envelope together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In

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the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action is “VOID”.

Article 13
SAFETY

SECTION 1 – Safety Committee

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

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

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

SECTION 2 – Employee Safety

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

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

SECTION 3 – Grievability

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

SECTION 4 – Communicable Diseases

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

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

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test

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performed by a private physician and provide the results of the test to the agency.

SECTION 5 – Correctional Probation Officer Safety

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

SECTION 6 – Personal Weapons

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

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

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

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

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

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

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

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

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

Article 14
PERFORMANCE EVALUATIONS

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

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

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

Article 15
SENIORITY

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

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

Article 16
DRUG TESTING

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

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

(C) An employee shall have the right to grieve a disciplinary action taken under section 112.0455, F.S. or section 944.474, F.S., subject to the limitations on the grievability of disciplinary actions in Article 7. If an employee is not disciplined but is denied a demotion, reassignment, or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

(D) Searches of employees of the Department of Corrections shall be in accordance

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with provisions of the Rules of the Department of Corrections, Chapter 33-4, F.A.C.

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

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

Article 17
DEATH IN-LINE-OF-DUTY BENEFITS

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

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

(C) State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be as provided in section 110.123, F.S.

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

Article 18
LEAVES OF ABSENCE

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

Article 19
REPLACEMENT OF PERSONAL PROPERTY

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

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- (1) Watch - \$75
- (2) Prescription Glasses - \$300 (including any required examination)
- (3) Other Items - The Agency Head or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
- (4) Total Allowable per Incident - \$600

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

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

**Article 20
TRAINING**

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

SECTION 1 – Employee Education

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

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

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

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

SECTION 2 – Trainees

The Department of Corrections will make a good faith effort to ensure that employees

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appointed with trainee status are enrolled in basic recruit training within three months following such appointment.

SECTION 3 – Educational Assistance Plan

The state shall provide up to six credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

SECTION 4 – Grievability

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

Article 21

COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER-LEVEL POSITION

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

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

Article 22

JOB-CONNECTED DISABILITY

SECTION 1 – Disability Leave with Pay

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

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

(1) An employee who is maliciously or intentionally injured and thereby

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sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, F.A.C. The Department shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

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

SECTION 2 – Alternate Duty

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

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

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

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal workday is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The

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parties agree that the issue of the hours in a normal workday may be a subject of negotiation at any time during the term of this agreement.

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

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

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

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

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

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

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

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

(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the PBA 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

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on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

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

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

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

(F) Extended workdays for the Department of Corrections will be administered pursuant to Procedure 208.007 and staffing requirements for high vacancy institutions will be administered pursuant to Procedure 208.069. During the term of this Agreement the Agency shall provide each month a list of institutions operating under Procedure 208.069 and upon request a consultation on the application of this procedure. Any proposed amendment to these procedures during the 2019-2020 contract year will be subject to collective bargaining prior to implementation.

~~(FG)~~ 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.

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SECTION 3 – Rest Periods

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

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

SECTION 4 – Court Appearances

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

SECTION 5 – Non-Required Work Time

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

SECTION 6 – Special Compensatory Leave

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

(C) Special Compensatory Leave Credits Earned Prior to November 1, 2014, during the November 1, 2014, through October 31, 2015, "Pay As You Go" Pilot.

Pursuant to the provisions of the January 15, 2014, through June 30, 2015, collective bargaining agreement's Fiscal Year 2014-15 Reopener Agreement [Appendix E, Article 23, Section 6(B)], special compensatory leave credits earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015, through October 31, 2015, that remain unused at the end of each extension period (October 27, 2015, and April 28, 2016, respectively) shall be paid.

(D) Special Compensatory Leave Earned On or After November 1, 2015.

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

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

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

(E) Pay Provision for Special Compensatory Leave.

(1) Upon separation from the Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

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

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

(c) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 6(D)(3) of this Article.

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

SECTION 7 – Compulsory Disability Leave

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

Article 24

ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 – On-Call

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

SECTION 2 – On-Call Additive

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

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

SECTION 3 – Call-Back

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

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the State Personnel System.

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

Article 25 2019 Legislative Impasse Resolution
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, F.A.C.

SECTION 5 – Competitive Pay Adjustments

(A) In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, effective July 1, 2019, each eligible Institutional Security Specialist shall

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receive a competitive pay adjustment of \$2,500 to the employee's June 30, 2019 base rate of pay. Eligible employees are those employed by the Agency for Persons with Disabilities or Department of Children and Families in the following classifications:

- Institutional Security Specialist I (8237);
- Institutional Security Specialist II (8238); and
- Institutional Security Specialist Shift Supervisor (8240).

(B) In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, effective July 1, 2019, each eligible correctional probation officer shall receive a competitive pay adjustment of \$2,500 to the employee's June 30, 2019 base rate of pay. Eligible employees are those employed by the Department of Corrections in the following classifications:

- Correctional Probation Officer (8036);
- Correctional Probation Officer - Institution (8037);
- Correctional Probation Senior Officer (8039);
- Correctional Probation Specialist (8040);
- Correctional Probation Senior Officer - Institution (8041);
- Correctional Probation Supervisor (8045); and
- Correctional Probation Senior Supervisor (8046).

SECTION 6 – Other Pay Provisions – Department of Corrections

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

(A) Initial Appointment

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

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

(2) Upon being certified by the Criminal Justice Standards and Training

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Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

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

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

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

(B) Pay upon Promotion Appointment

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

(C) Pay upon Demotion Appointment

When an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

**Article 26
UNIFORM AND INSIGNIA**

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

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

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

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

SECTION 3 – Badges

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

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

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

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

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

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

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

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

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

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

SECTION 4 – Class “A” Uniforms

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

Article 27 2019 Legislative Resolution
INSURANCE BENEFITS

In accordance with the General Appropriations Act for Fiscal Year 2019-2020, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2019-2020.

Article 28
TRAVEL EXPENSES

With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with section 112.061, F.S. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

Article 29
NO STRIKE

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

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

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

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

**Article 30
VACANT**

**Article 31
MANAGEMENT RIGHTS**

The PBA agrees that the state has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**Article 32
ENTIRE AGREEMENT**

SECTION 1 – Agreement

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

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) The state and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement to be clarified

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or amended. Under such circumstances, the PBA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement without having to be ratified by employees. Each memorandum of understanding shall be effective for the period specified in the particular memorandum of understanding.

**Article 33
SAVINGS CLAUSE**

(A) If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this state by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with section 447.309(3), F.S., then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

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

**Article 34
DURATION**

SECTION 1 – Term

(A) This Agreement shall remain in full force and effect through the 30th day of June 2020 and during the period of negotiation, whichever is later. The Agreement may be extended in the manner set forth in the following paragraph. The State and the PBA agree that Article 25 – Wages, and any other three (3) articles within this Agreement that either party desires to reopen, shall be subject to negotiations for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.

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

SECTION 2 – Notices

(A) In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 1 above.

(B) Notices thereunder shall be given by email or U.S. mail, return receipt requested, and if by the state shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East

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Brevard Street, Tallahassee, Florida 32301; and if by the PBA shall be addressed to the Chief Labor Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

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IN WITNESS HEREOF, the parties’ signatures below acknowledge and effectuate the changes to the 2017-2020 AGREEMENT that resulted from their reopener negotiations which took place during the 2018-2019 fiscal year.

Article 10	Promotions	Tentative Agreement	Upon Ratification
Article 23	Hours of Work/Overtime	Tentative Agreement	Upon Ratification
Article 25	Wages	Imposed: SB 2500	Effective 7/1/19
Article 27	Health Insurance	Tentative Agreement Imposed: SB 2500	Effective 7/1/19

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

STEPHANIE DOBSON WEBSTER
GENERAL COUNSEL

DATE

JOHN KAZANJIAN
PRESIDENT
FLORIDA POLICE BENEVOLENT ASSOCIATION

DATE

JAMES T. BAIARDI
PRESIDENT
STATE CORRECTIONS CHAPTER

DATE

RECOMMENDED FOR THE STATE OF FLORIDA:

MICHAEL MATTIMORE
CHIEF LABOR NEGOTIATOR

DATE

JONATHAN R. SATTER
SECRETARY
DEPARTMENT OF MANAGEMENT SERVICES

DATE

APPROVED FOR THE STATE OF FLORIDA:

RON DESANTIS
GOVERNOR

DATE

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APPENDIX A
CLASSES IN THE SECURITY SERVICES UNIT
CBU Code 08

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

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

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APPENDIX B

RQ

FLORIDA POLICE BENEVOLENT ASSOCIATION

STATE OF FLORIDA

COLLECTIVE BARGAINING UNITS

GRIEVANCE FORM

Employee's Name _____ Class Title _____

Business Address _____ Department or Agency _____

_____ Division or District _____

Business Telephone _____ Bureau or Unit _____

Bargaining Unit _____

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

DATE ACT OR CONDITION OCCURRED: _____

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

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED – Name of Grievance Representative: _____

Business Telephone _____

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

SIGNED _____ Date Submitted _____

Grievance Representative

SUBMITTED TO: Name _____ Class Title _____

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

Original to: STATE OFFICIAL - Step 1 2 3*

Copies to: Representative (if any)

*Circle appropriate step

Employee

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APPENDIX C

REQUEST FOR ARBITRATION

FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA)

**FLORIDA HIGHWAY PATROL, LAW ENFORCEMENT, SECURITY SERVICES, AND SPECIAL
AGENT**

BARGAINING UNITS

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

GRIEVANT’S NAME: _____

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

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

Representative’s Name: _____ Email address: _____

Phone: _____ Fax: _____

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

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

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



JULIE L. JONES**MARK S. INCH**
SECRETARY

PROCEDURE NUMBER: 208.005

PROCEDURE TITLE: CORRECTIONAL OFFICER AND
CORRECTIONAL PROBATION OFFICER
PROMOTIONAL PROCESS

RESPONSIBLE AUTHORITY: OFFICE OF HUMAN RESOURCES

EFFECTIVE DATE: ~~DECEMBER 19, 2017~~

INITIAL ISSUE DATE: JUNE 16, 2000

SUPERSEDES: NONE

RELEVANT DC FORMS: DC2-825, DC2-826, AND DC2-830

ACA/CAC STANDARDS: 4-4048, 4-4053, 4-4057, 4-4058, 4-ACRS-7B-04, 4-ACRS-7E-07,
AND 4-APPFS-3D-19

STATE/FEDERAL STATUTES: CHAPTER 119, AND SECTIONS 1.01(14), 110.112, 295.07,
295.09, AND 945.0311(1)(b), F.S.; ART. 1 s. 24(a) OF THE CONSTITUTION OF THE STATE
OF FLORIDA; AND TITLE 38, U.S. CODE

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

SECURITY SERVICES BARGAINING UNIT AGREEMENT: ARTICLES 9 AND 10

PURPOSE: To establish a uniform process to select the best suited applicant to fill promotional Correctional Officer Sergeant, Lieutenant, Captain, Correctional Probation Senior Officer, Correctional Probation Specialist, Correctional Probation Supervisor, or Correctional Probation Senior Supervisor vacancies based on objective selection guidelines.

DEFINITIONS:

- (1) **Chairperson** refers to the individual on the interview panel who will be responsible for ensuring the interview panel follows the guidelines of the promotional procedure. S/he is authorized to sign as the hiring authority for promotions.
- (2) **Collective Bargaining Unit Observer** refers to either a staff representative or a member of the organization, which for collective bargaining purposes, represents all employees in the security services bargaining unit. Members must be the same or higher rank as the vacant position to observe the interviews.
- (3) **Demotion**, where used herein, refers to changing the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility. An employee who promotes out of the unit may not demote back into the unit at a classification higher than the one previously held except as provided in section (2)(i) of this procedure.
- (4) **Department In-grade Work Experience** refers to continuous work experience without a break in the employee's current broadband level, such as Correctional Officer Sergeant, Correctional Probation Senior Officer, etc.
- (5) **Direct Work Experience** refers to work experience in the specific occupational area. For the Correctional Officer class, positions such as Jailer and county and federal Correctional Officer qualify as direct work experience. Positions such as Security Guard and Watchman will not be considered as direct work experience in the specific occupational area. For the Correctional Probation Officer class, county and federal Probation Officer would qualify as direct work experience; however, positions such as Social Worker, Human Services Counselor, and Employment or Training Counselor will not qualify as direct work experience. Direct work experience is limited to work experience within the State of Florida.
- (6) **Essential Functions** refer to the functional job duties of a position that an applicant or employee must be able to perform either with or without the assistance of a reasonable accommodation.
- (7) **Internal Agency Opportunity** refers to the situation in which the Circuit Administrator or Warden considers applicants from qualified, lower-ranking officers in the same classification series who are currently employed by the Department.
- (8) **Interview Panel** refers to a committee, as defined in sections (7)(a) and (7)(b) of this procedure, who convene to conduct interviews of applicants to fill a vacancy.
- (9) **Lateral Action** refers to the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities.

- (10) **Mean** refers to the mathematical calculation of the average number in a range of numbers.
 - (11) **Office Supervisor**, where used herein, refers to the Correctional Probation Supervisor and Senior Supervisor responsible for the operation of the office.
 - (12) **Vacant Position**, where used herein, refers to an authorized position for which a location is recruiting.
-

SPECIFIC PROCEDURES:

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

- (a) Vacancies for promotional positions shall be announced through an internal agency advertisement.
- (b) Individuals in the Correctional Officer and Correctional Probation Officer class series currently employed by the Department interested in promotional opportunities, shall apply for the promotional positions as advertised using the People First system to be considered for promotion.
- (c) A Correctional Probation Officer-Institution interested in a promotional opportunity within the Correctional Probation Officer class series shall apply for the promotional positions as advertised using the People First system to be considered for promotional opportunities provided s/he has maintained her/his Correctional Probation Officer certification.
- (d) When filling a vacant position, the Chairperson will select applicants without regard to the applicant's age, race, color, sex, religion, national origin, marital status, or disability except when such requirement constitutes a bona fide occupational qualification necessary to perform the essential functions associated with the position.
- (e) When filling a vacant position, the Chairperson will take affirmative measures to assure equitable representation of minorities and women. This will be done in accordance with the Department's Equal Employment Opportunity Plan, section 110.112, F.S., and federal regulations.
- (f) When filling a vacant position, the Chairperson will select applicants based on the highest combined scores for:
 - 1. education;
 - 2. work experience;
 - 3. training;
 - 4. veteran's preference; and
 - 5. a structured oral interview.
- (g) Each applicant is responsible for applying for promotional opportunities using the People First system. The applicant will list all relevant information to be considered by the interview

panel when determining which applicants will be interviewed and promoted. Applications will only be accepted during the advertising period.

- (h) The Office of Human Resources (OHR) – Labor Relations will ensure all appointments and selection activities comply with chapters 60L-32 and 60L-33, F.A.C., and that all selection activities are in compliance with:
 - 1. this procedure;
 - 2. all applicable personnel rules;
 - 3. the collective bargaining agreement; and
 - 4. federal and state laws.
- (i) It is the employer’s obligation to provide a reasonable accommodation, if requested and/or needed, to:
 - 1. enable an applicant to participate in the selection process, or
 - 2. perform the essential functions of the job.
- (j) In accordance with Rule 60L-34.0071(3)(h), F.A.C., an employee will be granted administrative leave up to two hours to participate in the interview, provided the interview is scheduled during the employee’s regularly scheduled work hours.

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

- (a) If the vacant position is not filled by a demotion, or the appointment of a previously laid-off employee, all valid “Requests for Lateral Action,” DC2-830s, will be considered in accordance with “Request for Lateral Action or Promotion,” Procedure 208.021. The Warden or Circuit Administrator will request a listing of all valid requests for lateral action on file from OHR – Labor Relations.
- (b) When a position becomes vacant, the Circuit Administrator or Warden will decide whether the vacant position is to be filled by a demotion appointment, or a lateral action. A demotion appointment will take precedence over a lateral action.
- (c) When the Circuit Administrator or Warden decides to advertise a vacant position, the advertisement shall be made for a minimum of seven calendar days. The Circuit Administrator or Warden shall have the option, instead of advertising to fill a vacant position, of selecting an applicant from among the applicants from a previous job announcement for the same class, provided the previous position’s closing date was within the last ~~60~~90 calendar days, and provided there ~~is~~are at least ~~three~~ one qualified applicants remaining on the list. ~~For Community Corrections, there must be at least one qualified applicant remaining on the list. The Circuit Administrator or Warden shall select from among the three~~ five highest ranked applicants from that previous job announcement. ~~–Note: The Circuit Administrator must select all of the original top three applicants before a new top three will be ranked, and the Warden must select all of the original top five applicants before a new top five will be ranked.~~
- (d) If there are fewer than three qualified applicants for any one advertised vacancy, that vacancy will be re-advertised for a minimum of seven calendar days, with exception to advertised vacancies as outlined in section (2)(e), (f), (g), and (h) of this procedure.

~~(d)~~(e) If three qualified Correctional Officer Lieutenant applicants are not reached for the class of Correctional Officer Captain, the vacancy may be re-advertised and open to probationary status Correctional Officer Lieutenants and permanent status Correctional Officer Sergeants. However, if at least three qualified Correctional Officer Lieutenants apply in the re-advertisement, Correctional Officer Sergeants and probationary status Correctional Officer Lieutenants will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.

~~(e)~~(f) If three qualified Correctional Officer Sergeant applicants are not reached for the class of Correctional Officer Lieutenant, the vacancy may be re-advertised and open to probationary status Correctional Officer Sergeants and permanent status Correctional Officers. However, if at least three qualified Correctional Officer Sergeants apply in the re-advertisement, probationary status Correctional Officer Sergeants and Correctional Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.

~~(f)~~(g) If three qualified Correctional Probation Senior Officer applicants are not reached for the class of Correctional Probation Specialist, the vacancy may be re-advertised and open to probationary status Correctional Probation Senior Officers and permanent status Correctional Probation Officers. However, if at least one qualified Correctional Probation Senior Officer applies in the re-advertisement, probationary status Correctional Probation Senior Officers and permanent status Correctional Probation Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.

~~(g)~~(h) If three qualified Correctional Probation Officer applicants are not reached for the class of Correctional Probation Senior Officer, the vacancy may be re-advertised and open to probationary status Correctional Probation Officers. However, if at least one qualified Correctional Probation Officer applies in the re-advertisement, probationary status Correctional Probation Officers will not be interviewed. The re-advertisement will be for a minimum of seven calendar days.

(i) An employee who promotes out of the Correctional Probation Officer class series and maintained her/his auxiliary status as a Correctional Probation Officer is permitted to apply and be considered for vacancies in the next rank order from the position for which the employee possessed permanent status, provided the employee's promotion out of the Correctional Probation Officer class series is within five years of the closing date of the advertised vacancy. For example, a permanent status Correctional Probation Specialist who is promoted to a position within the Department outside the Correctional Probation Officer class series, but maintains her/his auxiliary status, is eligible to be considered and selected as a Correctional Probation Supervisor.

~~However, if the employee's promotion out of the Correctional Probation Officer class series is to a Selected Exempt Service (SES) position and the employee has held the SES position for more than 31 days, s/he will be ineligible for promotional consideration.~~

~~(h)~~(j) If more than one vacancy exists for the same position title at the same location, one advertisement that indicates the advertisement is to fill multiple vacancies will be sufficient.

(3) **APPLICATION PROCESS:** The general requirements for the application process are listed below.

- (a) Applicants who are interested in promotional opportunities within the Correctional Officer and Correctional Probation Officer class series shall apply for the position through the People First system.
- (b) Internal applicants requesting a lateral action may not be considered if the request for lateral action is made during the promotional advertisement period. If a position is advertised, it is considered a promotional opportunity.

(4) **CALCULATING POINTS:**

(a) OHR – Labor Relations will complete the “Correctional Officer and Correctional Probation Officer Promotional Scoresheet,” DC2-825. Prior to awarding points for education, direct work experience, training, department in-grade work experience, and/or veteran’s preference, OHR – Labor Relations will verify the information provided by the applicant.

(b) Applicants for Correctional Officer positions and Correctional Probation Officer positions will be awarded ~~four~~ points for education higher than the minimum requirements for their current position as noted below:-

1. Applicants for Correctional Officer positions will be awarded four points for an associate’s degree.
2. Applicants for Correctional Officer positions will be awarded six points for a bachelor’s degree.
3. Applicants for Correctional Officer and Correctional Probation Officers positions will be awarded eight points for a master’s degree or higher.

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

~~(b)~~(c) **Direct Work Experience:** An applicant will receive one point for each year of direct work experience in the specific occupational area s/he has applied for, such as Correctional Officer or Correctional Probation Officer duties. A maximum of 12 points will be awarded for direct work experience. The work experience must be job title specific and the applicant must have met all the minimum qualifications for the job.

NOTE: Work experience as an auxiliary officer or at a level which is less than required for the occupational field will not be considered.

~~(c)~~(d) **Training:** An applicant will receive one point for each 40 hour block of completed Criminal Justice Standards and Training Commission-approved advanced and specialized training, for a maximum of five points.

~~(d)~~(e) **Department In-grade Work Experience:** An applicant will receive one point for each year of continuous work experience with no break in service in her/his current broadband level in the specific occupational area (Correctional Officer or Correctional Probation Officer) with the Florida Department of Corrections, provided the applicant has met all the

minimum qualifications including certification or the equivalent. A maximum of eight points will be granted for in-grade work experience.

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

~~(e)~~(f) **Performance Evaluations:** In order to be eligible for promotion, an applicant must have met the expectations of her/his performance standards for the preceding three years. Any period in which the employee was not evaluated must be considered “Meets Expectations.”

~~(f)~~(g) **Veterans’ Preference in Promotion:** Persons reinstated or reemployed in accordance with section 295.09, F.S., will have the right to claim and be awarded preference in promotion. Eligibility for preference in promotion will apply only to a veteran’s first promotion after reinstatement or reemployment, without exception. –An employee who is eligible for veterans’ preference upon promotion will be awarded veterans’ preference in accordance with the applicable category of eligibility. (**NOTE:** the employee may continue to claim preference in promotion until s/he is actually promoted.)

1. When determining the successful candidate, the preference eligible applicant will be awarded preference in promotion. The candidates score will be augmented to include veterans’ preference applicable category of eligibility.
2. Before awarding veterans’ preference points to an applicant, OHR – Labor Relations will be responsible for determining the applicants’ eligibility for preference. OHR – Labor Relations will also verify that all supporting documents have been submitted.
3. Veterans’ Preference Supporting Documentation: Applicants are not required to submit required documentation if s/he believes it is available in her/his personnel file. OHR – Labor Relations will review the file for the supporting documentation and, if there is no supporting documentation available, OHR – Labor Relations will contact the employee for the documentation.
 - a. The applicant must provide the documentation prior to the final interview.
 - b. To be eligible for veterans’ preference, the applicant’s deployment would had to have been during her/his employment. The applicant is responsible for providing a copy of her/his orders covering this period, which will be filed in her/his personnel file. ~~Additionally, the applicant will be required to provide the “Veterans’ Preference Certification,” Florida Department of Veterans’ Affairs (FDVA) form VP-1 and “Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard,” FDVA form VP-2 to OHR – Labor Relations.~~
 - c. Any service since 9/11/2001 is considered wartime and the employee would be eligible for the wartime preference.
 - e.d. The applicant who is a current member of any reserve component of the Armed Forces of the United States or the Florida National Guard will be required to attach the “Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard,” FDVA form VP-2 to her/his People First application submission or provide the VP-2 form to OHR – Labor Relations.

(5) **DETERMINING INTERVIEWEES:** The OHR – Labor Relations will rank the applicants to be interviewed based on the total points as calculated above in section (4). All applicants with the same score will be ranked at the same level.

- (a) If there are at least three qualified applicants, all applicants will be interviewed.
- (b) If there are more than three qualified applicants, the number of applicants to be interviewed for one vacant position shall be a maximum of ten, with an additional five applicants for each vacant position thereafter; however, all applicants ranked at or above the level that will produce a minimum of three qualified applicants will be interviewed.
- (c) Once the applicants to be interviewed have been identified, OHR – Labor Relations will determine if any of the applicants should be removed from consideration based on the promotional restrictions cited in section (6) below.
- (d) OHR – Labor Relations will give the Chairperson the names and contact information of the interviewees selected based on the information provided by the application.

(6) **PROMOTIONAL RESTRICTIONS:**

(a) An employee who has received disciplinary action in the form of a suspension within 12 months before the closing date of the advertised position will not be considered for a promotion. A suspension that occurs between the closing date of the advertisement and the effective date of an offered promotion may disqualify an employee from being promoted or considered for a promotion.

(b) **Demotions:**

- 1. Employees who are demoted due to discipline are ineligible for a promotion for 24 months beginning with the effective date of the demotion. This will include disciplinary demotions while in probationary status.
- 2. Employees who are demoted during their probationary period due to the inability to meet performance standards or other issues not related to discipline are ineligible for promotion for 12 months beginning with the effective date of the demotion.

(c) **Promotion in Rank:** Employees will only be considered for promotion in rank order, except as provided in section (2)(e), (f), (g), (h), and (i) of this procedure.

- 1. For the Correctional Officer class, the rank order is:
 - a. Correctional Officer;
 - b. Correctional Officer Sergeant;
 - c. Correctional Officer Lieutenant; and
 - d. Correctional Officer Captain.
- 2. For the Correctional Probation Officer Class, the rank order is:
 - a. Correctional Probation Officer;
 - b. Correctional Probation Senior Officer;
 - c. Correctional Probation Specialist;
 - d. Correctional Probation Supervisor; and
 - e. Correctional Probation Senior Supervisor.

(d) Employees in probationary status will not be considered for promotion until they attain permanent status in her/his current class, except as provided for in section (2)(e), (f), (g), (h), and (i) of this procedure.

(7) **INTERVIEW PANEL:** The following positions will serve on the appropriate interview panels:

(a) **Major Institutions, Work Release Centers, Work Camps, and Road Prisons:**

Correctional Officer Sergeant, Correctional Officer Lieutenant, or Correctional Officer Captain:

1. Warden (Chairperson),
2. Assistant Warden, and
3. Assistant Warden, Chief of Security, Human Resource Consultant/Field Office Manager, or department head.

(b) **Community Corrections:**

1. Correctional Probation Senior Officer or Correctional Probation Specialist:
 - a. Circuit Administrator or Deputy Circuit Administrator (Chairperson),
 - b. Office supervisor where the vacancy exists, and
 - c. Office supervisor from another office within the same circuit as the existing vacancy.
2. Correctional Probation Supervisor or Senior Supervisor:
 - a. Circuit Administrator or Deputy Circuit Administrator (Chairperson),
 - b. Circuit Administrator (from another circuit), or Deputy Circuit Administrator (from another circuit), or Field Office Manager, and
 - c. Office supervisor where the vacancy exists.

(c) If any of the above members cannot participate in the interview process, a designated alternate representative may be selected to participate in her/his place with the approval of both the Chairperson and the OHR – Labor Relations. OHR – Labor Relations will notify the collective bargaining unit representative of the alternate member and the reasons for the alternate, if a collective bargaining unit representative is scheduled to attend those interviews.

(d) Members of the interview panel will not be changed once the process has begun.

(e) Interview panel membership will include minority and/or female representation. If there is not a minority and/or female available from the institution, circuit, or office where the vacancy exists, s/he must be selected from another institution, circuit, or office.

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

(g) **Responsibilities:**

1. Once the Chairperson receives the list of interviewees, s/he will ensure the applicant is notified of the date, time, and place s/he is to report for her/his interview.
2. If an applicant cannot report at the scheduled time, flexibility by the interview panel may be necessary to accommodate the applicant. Telephone interviews may be permitted by mutual agreement of the parties.
3. If the collective bargaining unit’s designated representative indicates an interest to the hiring authority, her/his interest in attending upcoming interview sessions, the Chairperson will contact the representative ~~two~~three business days in advance of the scheduled interviews to advise her/him of the date, time, and place of the interviews.
 - a. The collective bargaining unit’s designated representative may send an observer to the interview, but s/he may be a non-participating observer only. The observer must be the same or higher rank as the vacant position to observe the interviews; however, in the event that an observer of the same or higher rank is not available, the collective bargaining unit’s designated representative may send an authorized union representative, not employed by the agency, to observe the interview.
 - b. The observer may not interfere with the interview process. However, if the observer has any concerns regarding the interview process, s/he may contact the collective bargaining unit’s designated representative and the OHR – Labor Relations at the conclusion of the interview process.

- c. The observer may not take notes or record the interviews.
- d. Time spent as an observer will not be considered time worked for collective bargaining unit members.

(8) **ORAL INTERVIEW:** During the oral interview, each interview panel member will award points on the DC2-826, provided by OHR – Labor Relations on the day of the scheduled interviews.

- (a) The oral interview will consist of three scenario/procedural based questions. The questions will be consistently asked of all applicants.
- (b) The oral interview will be audio taped by the Chairperson to preserve an exact record of questions asked and responses given. The person interviewed will be duly informed that the interview will be audio taped.
- (c) While evaluating applicants during oral interviews, interview panel members will not share their perceptions with one another before completing the DC2-826 to avoid influencing other panel members' perceptions and evaluations.
- (d) Prior to the oral interview:
 - 1. At least three business days prior to the interview, the Chairperson will contact OHR – Labor Relations and inform her/him of the scheduled date and time the interviews will be held.
 - 2. OHR – Labor Relations will e-mail the Chairperson the list of randomly selected questions on the day of the interviews. The Chairperson will delete the questions from the e-mail after they are printed. Following the oral interviews, the Chairperson is responsible for ensuring all the questions are shredded except for those recorded on each interview panel member's DC2-826, which is to be returned to OHR – Labor Relations with all other documents.
 - 3. Applicants will be scored based on their communication skills and the relevancy of their answers with the possibility of earning up to 15 points for each scenario based question, for a maximum of 45 points from each panel member. Each interview panel member will use a predetermined rubric to score each applicant. All applicants will be asked the same questions.
 - 4. Each interview panel member must independently determine the number of points to award an applicant for each scenario based question. The number of points awarded will range from the following:
 - a. Zero points for no response,
 - b. One point for a poor response,
 - c. Two points for a below average response,
 - d. Three points for an average response,
 - e. Four points for a good response, and
 - f. Five points for an excellent response.
 - 5. Veterans' preference points are to be added in conjunction with the interview points. Veterans' preference must be given at each step of the selection process. The composite rating of the interview score is required to be augmented to include veterans' preference points for those eligible. The composite rating from each scenario/procedural based

question shall be the mean of the individual interview panel members' ratings as calculated by OHR – Labor Relations.

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

(a) All questions and answers are confidential under section 119.07(1)(d), F.S. To ensure the questions remain confidential, the following actions will be taken:

1. At the conclusion of each interview, the interview panel members will turn over their DC2-826s to the Chairperson. The Chairperson will fax or scan the DC2-826s to OHR – Labor Relations, and forward the audio recording and original DC2-826s to OHR – Labor Relations.
2. All selection modules including questions will be maintained in a secure, locked location. Access will be limited to designated OHR – Labor Relations staff.

(b) OHR – Labor Relations will verify the following information on the highest scoring applicant(s):

1. date of employment,
2. direct work and Department in-grade experience,
3. employment history with the Department including discipline, and permanent status in current class,
4. related employment history outside the agency,
5. performance evaluations,
6. education, and
7. Criminal Justice Standards and Training Commission (CJSTC) training.

(c) For all classes, OHR – Labor Relations will finalize the DC2-825 by including the information obtained from the oral interviews and notify the Chairperson of the applicants with the highest points.

1. For Community Corrections, the Chairperson will be notified of the three ~~three~~ ~~five~~ applicants with the highest points, provided there were at least three applicants interviewed. If there were less than three applicants interviewed, those applicants will be ranked accordingly.
2. For Institutions, the Chairperson will be notified of the five applicants with the highest points, provided there were at least five applicants interviewed. If there were less than five applicants interviewed, those applicants will be ranked accordingly.

~~(e)~~(d) Unless the position is re-advertised, the Chairperson ~~may~~shall select any one of the top ~~five~~three applicants.

~~(d)~~(e) Should the selected applicant turn down the promotional offer, or if the selected applicant is unable and/or unavailable, for whatever reason, to perform the essential functions of the position on the date the promotion is to be effective, the Chairperson will offer the position to one of the remaining top ~~three~~ ~~five~~ applicants with the highest points. For all classes, the veterans' preference candidate will be promoted ahead of all others who are equally qualified, in accordance with chapter 55A-7, F.A.C.

~~(e)~~(f) In the case of a tied score for veterans' preference eligible candidates, the tie will be broken by the category of preference eligibility. ~~seniority in her/his current class.~~

~~(f)~~(g) For all other applicants, in case of a tied score, the tie will be broken by seniority in her/his current class. If the ~~veterans' preference~~ applicants are still tied, the tie will be broken by seniority in the Correctional Officer/Correctional Probation Officer series.

~~(g)~~(h) If there is still a tie between the ~~veterans' preference~~ applicants, the interview panel must break the tie by the consensus. Chairperson will select the applicant and document the basis and rationale for the decision in writing, which will be included in the selection module.

~~(h)~~(i) OHR – Labor Relations will not advise any applicants of their scores until the selection process is finalized.

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

(a) OHR – Labor Relations will:

1. verify that the selected applicant is eligible, including selective service registration, for the class prior to an appointment;
2. complete an electronic Personnel Action Request utilizing the People First system and submit it to the Chairperson;
3. cancel any pending promotion requests on file for the selected employee if s/he was appointed to the position pursuant to a request for promotion, and note that the selected employee may not file another promotion request for 12 months from the date of the employee's promotion; and (see section [6][d] for an exception); and
4. cancel any pending lateral action requests on file for the selected employee if s/he is promoted to the class for which s/he applied. Following an employee's promotion, the selected employee may not file another lateral action request for an institution/office for 12 months from the date of the employee's promotion, due to the employee now being in probationary status.

(b) The hiring authority or designee will:

1. notify the selected applicant in writing of the promotion decision and the effective date; and
2. notify all unsuccessful applicants of the promotion decision in writing within 45 calendar days of the date the selection decision is made.

(11) Documentation with regard to the recruitment and selection process generated by both OHR – Labor Relations and People First will be retained for the period of time as designated in the records retention schedule of the Department of State and "Records Retention and Disposition," Procedure 205.020, unless the selection process is in litigation or a complaint remains unresolved.

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

_____/S/
Chief of Staff



MARK S. INCH
SECRETARY

PROCEDURE NUMBER: 208.069

PROCEDURE TITLE: STAFFING REQUIREMENTS FOR HIGH
VACANCY INSTITUTIONS

RESPONSIBLE AUTHORITY: OFFICE OF HUMAN RESOURCES

EFFECTIVE DATE:

INITIAL ISSUE DATE:

SUPERSEDES: NONE

RELEVANT DC FORMS: DC6-210

ACA/CAC STANDARDS: NONE

STATE/FEDERAL STATUTES: NONE

FLORIDA ADMINISTRATIVE CODE: CHAPTER 60L-34 AND 33-208, F.A.C.

SECURITY SERVICES COLLECTIVE BARGAINING AGREEMENT: ARTICLE 23

PURPOSE: To establish guidelines for staff in the Correctional Officer class series, on all shifts to include day shifts, night shifts, administrative shift, swing shifts, and those assigned to extended special assignment, special assignment, and/or loan to work on their scheduled day off to meet critical staffing shortages. The goal of the Department is to fill identified shift vacancies with volunteers, when available, as outlined in this procedure.

DEFINITIONS:

- (1) **Chief of Security**, where used herein, refers to the person appointed by the Agency to be in charge of security at a Correctional Institution or Facility. This person will usually be the Colonel at major Institutions and the Major at other Facilities.
- (2) **Correctional Officers**, where used herein, refers to employees who hold the titles of:
 - (a) Correctional Officer;
 - (b) Correctional Officer Sergeant;
 - (c) Correctional Officer Lieutenant; and
 - (d) Correctional Officer Captain.
- (3) **Planned absences**, where used herein, refers to scheduled absences that have been authorized in advance by the Chief of Security and/or Shift Supervisor.
- (4) **Roster Management System (RMS)** refers to an automated computer application used for maintaining daily staffing rosters and creating post charts and security rosters.
- (5) **Shift Supervisor**, where used herein, refers to the officer designated as the officer in charge of the shift. The Shift Supervisor will generally be a Correctional Officer Lieutenant or a Correctional Officer Captain.
- (6) **Vacancies**, where used herein, refers to posts on the roster that are not covered due to planned/scheduled absences.
- (7) **High Vacancy Roster (HVR)**, where used herein, refers to the list located in RMS used to record instances when an employee is scheduled to work on her/his regularly scheduled day off.

General Guidelines: This procedure is limited to the filling of anticipated and/or planned vacancies during the 28-day cycle identified by the Chief of Security not associated with exigent circumstances such as medical transports or unscheduled absences at Institutions with a 10% or higher vacancy rate based on the monthly Regional Director's Vacancy Report. This procedure will also be applicable to Institutions who have staff unavailable to work due to having Correctional Officer Trainees who are in the Basic Recruit Academy, which results in a 10% or higher vacancy rate. Vacancies due to medical transports or unscheduled absences will be filled by the Extended Day Roster, pursuant to Procedure 208.007, "Extended Workdays for Correctional Officers."

SPECIFIC PROCEDURES:

Procedure 208.069

- (1) The Department may require that Correctional Officers work on their scheduled day off in times of critical staffing shortages or emergencies to fill anticipated vacancies during the 28-day cycle. All Correctional Officers are required to work on their scheduled day off when directed to do so.
- (2) The Department will utilize eligible Correctional Officer volunteers for filling anticipated security roster vacancies. Volunteers from within an Institution, an adjacent facility, or dual certified Community Corrections' Probation Officers are encouraged. Institutions will evaluate level two and level three positions to fill vacant level one posts when practicable. If such methods are not sufficient, the Shift Supervisor shall notify the Chief of Security Operations or designee of her/his plan to utilize the HVR as outlined in this procedure. Except where needs require otherwise, Officers assigned to work a 12-hour shift will not be required to work more than four of their scheduled days off, and Officers assigned to work an 8-hour shift will not be required to work more than two of their scheduled days off during the 28-day cycle.
- (3) The Chief of Security will develop a HVR in alphabetical order by name and class for each shift with the exception of entries added to the top of the list in accordance with Section (18) below of this procedure. To appropriately address the high vacancies, the rosters will be organized in the following manner:
 - (a) A Shift, Administrative Shift, and Day Swing Shift;
 - (b) B Shift, Administrative Shift, and Day Swing Shift;
 - (c) C Shift and Night Swing Shift;
 - (d) D Shift and Night Swing Shift;
 - (e) 1st Shift;
 - (f) 2nd Shift and Administrative Shift; and
 - (g) 3rd Shift.

Note: Staff on loan, special assignment and/or extended special assignment will be included on the HVR for their assigned shift.

- (4) This list is used to record when a Correctional Officer volunteers to work on her/his day off or when a Correctional Officer is required to work on her/his day off at the direction of the Shift Supervisor.
- (5) Every Correctional Officer and Correctional Officer Sergeant's name will be on the HVR. Officers who are on approved extended leave (i.e., Family Medical Leave Act, military leave, worker's compensation leave, or alternate duty) will be included on this roster and the approved leave will be indicated.
- (6) At an Institution with two or more units, a separate HVR will be established for each location (i.e., work camp, annex, etc.) and each shift where security personnel are assigned.
- (7) The Chief of Security will ensure that a copy of each HVR is available to Correctional Officers at every shift posting. Upon the posting of each shift, the Shift Supervisor will ensure that a copy of each HVR is posted in an accessible manner on at least one of the following Department-owned bulletin boards and will indicate on the control room log that the rosters are posted pursuant to this procedure:
 - (a) security hallway; or
 - (b) main entrance hallway.

- (8) The names of all Correctional Officers who were unable to work as outlined in Section (5) above, will be added to the top of the new HVR.
- (9) At least 14 days prior to the start of the 28-day cycle, the Shift Supervisor will create a calendar for the upcoming 28-day cycle that will indicate the days, shifts and the number of officers required to meet critical staffing levels. The Shift Supervisor will initially use volunteers to work on her/his scheduled day off to meet security staffing needs. If such methods are not sufficient, the Shift Supervisor shall mandate the next officer on the roster to work on her/his scheduled day off.
- (10) The Shift Supervisor shall fill in the date the employee is scheduled to work on the working scheduled day off memorandum, and this memorandum will be signed by both the Shift Supervisor and employee indicating the date and time the employee is scheduled to work. If the employee refuses to sign the memo, a witness shall sign with the Shift Supervisor. The Shift Supervisor shall provide a copy to the employee and forward the original to the Chief of Security for retention.
- (11) Officers who volunteer or are mandated to work her/his scheduled day off may be required to report for duty up to two hours before or after the start of her/his regular work hours and/or may be required to stay up to two hours later than her/his regular shift, provided the officer will have a minimum of eight hours between shifts before returning for her/his next scheduled or unscheduled shift.
- (12) Notwithstanding a declared emergency circumstance, an officer shall be permitted to reserve one off duty cycle comprising of up to three consecutive scheduled days off per 28-day cycle that she/he will not be required to work, unless she/he volunteers to do so. An employee wishing to reserve an off duty cycle shall notify her/his Shift Supervisor at least 14 days prior to the beginning of the pay cycle for which the employee is seeking to reserve days off. The Shift Supervisor shall place the reserve days on the calendar. The staff will then initial the requested reserve days on the calendar. In the event where the requested reserved days at a facility preclude the filling of a post, the next available officer who is not on a reserve day may be required to work.
- (13) In the event that all staff assigned to a particular shift request to reserve the same off duty cycle, or more than the number of staff required to cover anticipated vacancies request to reserve the same period, reservations of that date will be based on seniority in current class.
- (14) An officer who is required to work her/his scheduled day off will be considered to have fulfilled her/his requirement to work her/his scheduled day off, provided the officer has worked a minimum of two hours and the Shift Supervisor has determined that the officer is no longer needed to work the scheduled day off. S/he will not have to work an additional scheduled day off until all other Correctional Officers available on the HVR have worked.

Note: volunteering to work multiple scheduled days off does not exempt the officer from being listed on next HVR. However, an officer who works on her/his scheduled day off and volunteers or is required to work an extended workday will meet the extended day requirement, pursuant to Procedure 208.007, Extended Workdays for Correctional Officers.

- (15) In the event that the officer does not work the scheduled day off and is not excused by the Shift Supervisor, she/he will be required to complete a DC6-210 outlining the reasons she/he did not report on her/his next scheduled work day. A Correctional Officer may be subject to disciplinary action for failure to follow oral and/or written instructions for refusal to work the scheduled day off and/or refusal to submit a DC6-210. The Shift Supervisor will include justification on the DC6-210 for not excusing the Correctional Officer from working the scheduled day off.
- (16) The DC6-210 may be subject to unannounced audits by the Office of Human Resources (OHR).
- (17) The Shift Supervisor will select a Correctional Officer's name on the HVR by order of appearance. This process will continue until a sufficient number of Correctional Officers have been selected to work their scheduled day off to meet critical staffing needs.
- (18) The Chief of Security will start a new HVR when any of the following situations have occurred:
 - (a) all Correctional Officers listed on the HVR have worked a scheduled day off;
 - (b) the Correctional Officers left on the HVR have given their second documented refusal and maintain their inability to work; or
 - (c) there are no other Correctional Officers available to work due to being on authorized or unauthorized leave.
- (19) The names of all Correctional Officers who were unable to work as outlined in Section (18)(b), and (c) above, will be added to the top of the new HVR. The Roster Management System (RMS) will repopulate and reprioritize the names automatically when the new roster is created.
- (20) The Shift Supervisor shall monitor the vacancies throughout the 28-day cycle to determine the needs. In the event staff who have volunteered or is required to work are no longer needed to fill vacancies, these staff members will be advised and will be considered to have fulfilled the requirement to work on her/his scheduled day off.
- (21) If an officer who has volunteered or is required to work a scheduled day off reports for duty and is no longer needed, she/he shall be given first preference in staying to work the shift over staff who are working their regularly scheduled workday. The officer who chooses not to work shall be paid for the time she/he has worked and will be considered to have fulfilled the requirement to work on her/his scheduled day off. For instance, if the officer works 30 minutes, she/he shall be credited with 30 minutes of time worked.
- (22) Once all of the Correctional Officers listed on a HVR have worked a scheduled day off, the HVR will be filed and retained in the Chief of Security's office. This will be done in accordance with "Records Retention and Disposition," Procedure 205.020.
- (23) The completed HVR is subject to audit by the Bureau of Security Operations. These audits will be determined by the Bureau Chief of Security Operations and will occur at least twice annually. Failure to adhere to this procedure may result in discipline in accordance with Department policy.
- (24) Any request for consultation regarding the implementation of this procedure will be granted within 72 hours of the request. An investigation of documented allegations of specific noncompliance will be initiated within five business days of submission unless extraordinary circumstances prohibits the Department from doing so. The Department will provide a written response no later than 30 days of the investigative findings.

(25) This procedure is subject to expire on July 1, 2020.

/S/
Chief of Staff

208.069, Staffing Requirements for High Vacancy Institutions FAQ

After several discussions and negotiations with the Florida Police Benevolent Association (FL-PBA), we have reached an agreement regarding a plan to staff anticipated vacancies at Institutions with a high vacancy rate. This plan is outlined in Procedure 208.069, Staffing Requirements for High Vacancy Institutions. Prior to utilizing Procedure 208.069, anticipated shift vacancies identified for the upcoming 28-day cycle shall be filled first with volunteers from within the Institution, from neighboring Institutions, and dual certified Correctional Probation Officers. Once all volunteers have been scheduled to fill anticipated vacancies, level three and level two posts shall be evaluated to fill level one posts. Additionally, the overtime cap has been increased from a maximum of 60 hours to 72 hours in a 28-day cycle effective immediately until July 1, 2020, which will apply to all Institutions and security staff.

Although, neither the Department nor the PBA favors a procedure that mandates Correctional Officers to work on their days off, the critical staffing needs at over half of the Institutions makes it nearly impossible to do otherwise. Therefore, it is essential that this plan is implemented in a fair and unbiased manner, utilizing eligible volunteers and including all available Correctional Officers and Sergeants. The staffing plan outlined in Procedure 208.069 will be uniform and have a compliance provision, allowing investigations of misuse and corrective action. Both the Department and the PBA are committed to continue working together to address staffing concerns.

Staff members who have questions regarding this procedure are encouraged to speak with their Institution leadership to get clarification. However, a list of commonly asked questions has been developed to ensure this procedure is implemented as outlined.

- **Question:** When should the procedure for Staffing Requirements for High Vacancy Institutions be used?
 - **Answer:** This procedure shall be used to fill anticipated and/or planned vacancies during the upcoming 28-day cycle at Institutions with a 10% or higher vacancy rate based on the monthly Regional Director's Report. This includes Institutions who have staff unavailable to work due to having TEAs who are in the Basic Recruit Academy.

- **Question:** If there is an unscheduled absence or a medical transport, can I utilize the High Vacancy Roster to cover this vacancy?
 - **Answer:** No, if there is an unscheduled absence or a medical transport, you shall utilize the Extended Day Roster, pursuant to Procedure 208.007, Extended Workdays for Correctional Officers.

- **Question:** Should I include staff assigned to the administrative and swing shifts on the High Vacancy Roster?
 - **Answer:** Yes, staff in the Correctional Officer class series on all shifts to include day, night, administrative, and swing shifts, and those assigned to extended special

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assignment, special assignment, and/or loan shall be listed on the High Vacancy Roster.

- **Question:** Are any officers exempt from working a scheduled day off?
 - **Answer:** No, all correctional officers and sergeants shall be listed on the rosters and are required to work if there are no volunteers.

- **Question:** When the Institution is operating under the Staffing Requirements for High Vacancy Institutions procedure, should I ask for volunteers to fill the anticipated vacancies?
 - **Answer:** Yes, you shall ask for volunteers first before utilizing the High Vacancy Roster. These volunteers can be from within an Institution, an adjacent facility or dual certified Community Corrections' Probation Officers.

- **Question:** When should I use the High Vacancy Roster?
 - **Answer:** The High Vacancy Roster shall be used after you have asked for volunteers and/or evaluated level three and level two positions to fill vacant level one posts.

- **Question:** During the 28-day cycle, can the number of days an Officer is scheduled to work on his/her day off be limited?
 - **Answer:** Yes, Officers assigned to work 12-hour shifts will not be required to work more than four of their scheduled days off, and Officers assigned to work 8-hour shifts will not be required to work more than two of their scheduled days off during the 28-day cycle.

- **Question:** If my Institution has more than one unit, should there be more than one High Vacancy Roster?
 - **Answer:** Yes, there shall be a High Vacancy Roster posted at each location (main unit, annex, work camp, etc.) for each shift and the roster shall be posted in the security hallway or main entrance hallway.

- **Question:** Who is responsible for ensuring that a copy of the High Vacancy Roster is available to Correctional Officers each shift?
 - **Answer:** The Chief of Security is responsible for ensuring that the High Vacancy Roster is available and the Shift Supervisor will ensure that the roster is posted. The Shift Supervisor will also be responsible for ensuring an entry is made on the control room log that the roster is posted in accordance with this procedure.

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- **Question:** How far in advance should the calendar be created to indicate the days, shifts, and number of Officers required to meet critical staffing needs?
 - **Answer:** The Shift Supervisor will create the calendar at least 14 days prior to the start of the 28-day cycle.

- **Question:** I have asked for volunteers and evaluated my level three and level two positions, but I still have vacant level one positions. Can I mandate an Officer on the roster to work his/her scheduled day off?
 - **Answer:** Yes, the Officer whose name appears next on the roster shall be mandated to work.

- **Question:** Should an Officer complete the scheduled day off memorandum when he/she volunteers or is mandated to work a scheduled day off?
 - **Answer:** Yes, an Officer who volunteers or is mandated to work a scheduled day off is required to sign the working scheduled day off memorandum indicating the date and time the employee is scheduled to work. A copy of the memorandum shall be provided to the employee and the Chief of Security.

- **Question:** If the Officer refuses to sign the scheduled day off memorandum, should I provide the Officer with a copy?
 - **Answer:** Yes, an Officer shall be provided with a copy of the memorandum even if he/she refused to sign it, as refusing to sign the memo does not negate him/her from working the scheduled day off.

- **Question:** Can Officers be scheduled outside of their normal work hours?
 - **Answer:** Yes, Officers may be required to report for duty up to two hours before or after the start of their normal work hours and/or required to stay up to two hours later than their normal work hours; however, the Officer must have a minimum of eight hours off between shifts before returning for the next scheduled or unscheduled shift.

- **Question:** Should I have Officers pick the number of days that they can work during the 28-day cycle?
 - **Answer:** Officers are not required to pick days to work for the upcoming 28-day roster, unless he/she is volunteering. The process requires impacted Officers the ability to protect days off and then are subject to working on those vacant days remaining. Staff shall **not** be provided a calendar and told to identify the days they

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will work. If there are no volunteers, you shall choose the next Officer on the roster to work.

- **Question:** Can an Officer protect days that they are unable to work during the 28-day cycle?
 - **Answer:** Yes, an Officer may reserve one off duty cycle, up to three consecutive days off per 28-day cycle. He/she will not be required to work on the protected days unless he/she volunteers to do so. The Officer must notify the Shift Supervisor of the protected days, in sufficient time, prior to the 14-day notice period, as this will allow for the development of the 28-day roster before the start of the 28-day cycle.

- **Question:** If multiple staff on a shift request to protect the same days and there is not enough coverage, should I grant all of the requests to protect those days?
 - **Answer:** No, reservations of those dates shall be granted based on seniority in the Officers' current class.

- **Question:** An Officer who volunteered or was mandated to work his/her scheduled day is no longer needed but he/she has only worked 30 minutes, does this fulfill his/her requirement to work the scheduled day off?
 - **Answer:** No, an Officer must work a minimum of two hours and the shift supervisor must determine that the Officer is no longer needed to work in order to fulfill the requirement.

- **Question:** I have determined that there are too many staff members on the shift and the Officer who is working on his/her day off does not want to leave, should I require her/him to leave?
 - **Answer:** No, the Officer who is working his/her scheduled day off shall be given first preference to stay over the staff who is working his regularly scheduled workday. The Officer who chooses not to work will be paid for the time worked and will be considered to have fulfilled the working scheduled day off requirement, provided he/she has worked a minimum of two hours and this is his/her scheduled day off. If the regularly scheduled Officer chooses to leave, he/she will have to use available leave (special comp or annual leave) to ensure he/she meets his/her contracted hours.

- **Question:** Once it has been determined that an officer is no longer needed, how should he/she be compensated?
 - **Answer:** The Officer shall be compensated for the hours he/she has worked. For instance, if the employee works 30 minutes, he/she will be credited with 30 minutes of time worked.

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- **Question:** When should I have an Officer complete a DC6-210, Incident Report?
 - **Answer:** An Officer is required to complete the DC6-210 when he/she does not work the scheduled day off and is not excused by the Shift Supervisor.

- **Question:** Can an Officer be held accountable for refusing to work the scheduled day off?
 - **Answer:** Yes, an Officer may be subject to disciplinary action for refusing to work a scheduled day off and/or for his/her failure to report for the scheduled day off he/she has volunteered or is mandated to work.

- **Question:** When should a new High Vacancy Roster be created?
 - **Answer:** Once all staff listed on the roster have worked, the Officers left on the list have refused to work twice, or no other staff are available due to authorized or unauthorized leave, the Chief of Security shall start a new High Vacancy Roster, placing the Officer who have refused to work or was unavailable to the top of the list.

- **Question:** Will the Chief of Security or Shift Supervisor be held accountable if this procedure is not implemented correctly?
 - **Answer:** Yes, both the Chief of Security and the Shift Supervisor may be subject to discipline for failure to adhere to this policy.

- **Question:** Is this procedure permanent?
 - **Answer:** The procedure is set to expire on July 1, 2020. The Department and the PBA will continue to collaborate to find alternatives to this procedure.

- **Question:** What should I do if I believe this procedure is not being implemented as outlined?
 - **Answer:** I shall notify my immediate supervisor making him/her aware of my concerns. If this is not sufficient, I shall follow the chain of command. If this is not successful, I shall notify the PBA's Compliance Review Department with specific evidence of the noncompliance.

- **Question:** After a complaint has been made, how long should it take to get a response?
 - **Answer:** The Department has agreed to consult with the PBA within 72 hours of the request and initiate an investigation of documented allegations within five

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business days of submission. A written response will be provided no later than 30 days of the findings.

- **Question:** Volunteers who are dual certified Correctional Probation Officers may be used to fill these anticipated vacancies. Can other non-security personnel who have maintained their Correctional Officer certification or those in an Auxiliary status be used to fill anticipated vacancies?
 - Answer: No, you can only use volunteers who are currently working as a Correctional Officer from within an Institution, an adjacent facility, or dual certified Community Corrections' Probation Officers, as these staff members are eligible for special risk retirement.

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