

Subject to Ratification



AGREEMENT
THE STATE OF FLORIDA
and
THE FLORIDA POLICE
BENEVOLENT ASSOCIATION

**Florida Highway Patrol
Bargaining Unit**

**Effective Upon Ratification
through June 30, 2020**

2018-2019 Reopener

*Strike-Through/Underline Changes to
Fiscal Year 2017-20 Contract*

*Incorporates 2018 Legislative Resolution
to Articles 25 and 27 effective July 1, 2018*

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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 Florida Highway Patrol Bargaining Unit.

PREAMBLE

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

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

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

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

Article 1 RECOGNITION

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

(B) The bargaining unit for which this recognition is accorded is as defined in Certification Number 1634 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

Article 2 GENDER REFERENCE

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

Article 3 VACANT

Article 4
NO DISCRIMINATION

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

(A) The state and the PBA shall not discriminate against any employee for any reason prohibited under Florida Statutes or 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, up through the Step 2 Management Representative and/or designee, 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.

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 any employee because of membership or non-membership in any employee organization.

SECTION 3 – Affirmative Action and Americans with Disabilities Programs

The Parties agree that during the term of this Agreement the PBA may contact the DHSMV for the purpose of conducting a consultation meeting. Such meeting shall be conducted in accordance with the provisions of Article 5 of the Agreement. At the initial meeting, the agency shall provide to the PBA an orientation to the agency’s current affirmative action program and efforts to comply with the Americans with Disabilities Act.

Article 5
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Definitions

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

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

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SECTION 2 – Representation

(A) 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 PBA Grievance Representatives. The PBA shall furnish a list which includes the name, official class title, name of employing agency, and specific work location of each employee designated to act as a PBA Grievance Representative. The state will not recognize a Grievance Representative whose name does not appear on the list. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(C) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

SECTION 3 – Representative Access

The state agrees that recognized representatives of the PBA shall have access to the premises of the state that are available to the public. If an area of the state's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular work hours of the employee and shall be restricted to matters related to the application of this Agreement.

SECTION 4 – Documents

(A) The state shall provide the PBA with the following:

(1) When the DHSMV sends out information that affects an employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency's rules, regulations, and policies that affect employees' terms and conditions of employment covered by this Agreement that are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV's website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. This does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur.

(B) The state shall provide each employee with the following:

(1) Access to a copy of the applicable Rules of the State Personnel System; and

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(2) Access to a copy of department rules, regulations, or policies that affect the employee's salary, benefits, or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

SECTION 5 – Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three PBA representatives. 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, but not more often than once in each calendar month, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the DHSMV and the PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) 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 the consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities that affect employees, and no meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the state agrees to furnish at an academy in a DHSMV-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

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(C) The PBA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of the PBA;
- (2) PBA meetings;
- (3) PBA elections;
- (4) Reports of PBA committees;
- (5) PBA benefit programs;
- (6) Current PBA contract;
- (7) Training and educational opportunities; and
- (8) Other materials pertaining to the welfare of PBA members.

(D) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or its officers or employees; nor shall any posted material violate law, rule, or regulation.

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

SECTION 7 – Employee Lists

(A) Upon request of the PBA on no more than 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 Florida Statute 119.071(4) 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.

SECTION 8 – Occupational Profiles and Rules Maintained

The state will maintain on the Department of Management Services’ website the occupational profiles and the Rules of the State Personnel System.

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. Negotiating meetings shall be held in Tallahassee unless the state and the PBA agree to meet elsewhere at a state facility or other location that involves no rental cost to the state. There shall be no negotiation by the PBA at other levels of state government.

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour-for-hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee’s regular workday for any day the employee is attending negotiations or traveling to or from negotiations. 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) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per FHP region shall attend a single day session.

SECTION 10 – Changes to Policies

(A) The state shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining, provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the state shall meet to bargain the proposed changes.

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(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

SECTION 11 – Academy Access

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time, and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than 30 minutes, unless a longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction.

**Article 6
GRIEVANCE PROCEDURE**

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

SECTION 1 – Definitions

As used in this Article:

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

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

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(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, Florida Statutes, 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 DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

SECTION 2 – Election of Remedy and Representation

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

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

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

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

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

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

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

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

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

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

(1) Step 1.

(a) An employee having a grievance may, within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without cause, and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the PBA Grievance Representative, if any, within 10 days following receipt of the written grievance. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

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(2) Step 2.

(a) If the grievance is not resolved at Step 1, the grievant or designated representative may submit the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10 days following receipt of the decision at Step 1. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.

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

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may submit it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1.

(b) The Department of Management Services shall discuss the grievance with the PBA Grievance Representative, or grievant or his representative if not represented by the PBA. The DMS shall communicate a decision in writing to the grievant and to the designated representative within 15 days following receipt of the written grievance.

(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 (5)(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)

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was taken without cause, is not resolved at Step 2, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the grievant because he was not a member of the PBA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable) together with all written responses and documents in support of the grievance.

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

(c) 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.

(d) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. 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 parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors; however, unless agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) 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

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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 (5)(b) of this Article to conduct a hearing on the substantive issue(s).

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the 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 ~~22~~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 issue(s) submitted.

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

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 that are:

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.

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

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

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

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b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5)(d), above, whichever is later, and the rescheduled date.

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

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

(i) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 – Time Limits

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

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

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

SECTION 5 – Exceptions

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

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

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

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following the date on which the employee knew or should have known of the event ~~the actual knowledge of the occurrence~~ giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 10(F) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

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

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

SECTION 6 – Expedited Arbitration

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

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

Article 7

INTERNAL INVESTIGATIONS

(A) The parties recognize that Florida Highway Patrol personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all Florida Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of Florida Highway Patrol misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of an internal investigation, the investigative methods employed will be consistent with the law (including but not limited to section 112.532, Florida Statutes) and this agreement; nothing in this agreement, however, shall be deemed to diminish the rights of employees under applicable law.

(B) When an allegation is made against an employee, the state will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint.

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given 48 hours to contact, consult with, and secure the attendance of a representative at the interview. If he is the subject of the investigation, the employee and his representative will also be informed of each complaint or allegation against him and they shall be permitted to review all written statements and recordings made by the complainant and witnesses at least one hour prior to the commencement of the interview in accordance with section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request, and be granted, additional time unless the request is made for the purposes of delay. Pursuant to section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his representative or attorney until the investigation is complete.

(D) Interviews and questioning of employees shall be conducted in a professional manner. Statements from an employee shall not be taken in a coercive manner.

(E) The formal interrogation of an employee shall comply with the provisions of Florida Statutes, section 112.532. The employee shall receive a copy of his written or recorded statement at no cost to the employee. No recording or transcription of the investigative interview will be made without the knowledge of all participants present at the interview.

(F) 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 with pay. Such leave shall be in accordance with Chapter 60L-34, Florida Administrative Code.

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(G) 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 responses during an investigation of a complaint or allegation.

(H) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews.

(I) Internal investigations will ordinarily be completed within 45 days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed 120 days without the approval of the Agency Head or designee. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 days.

(J) The employee under investigation shall be advised in writing of the results of the investigation at its conclusion.

(K) The state will make a good faith effort to train persons who investigate charges against employees in the investigative rights reserved for those employees in the interest of avoiding infringement of those rights.

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (K) shall not apply.

**Article 8
WORKFORCE REDUCTION**

SECTION 1 – Layoffs

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

(1) The competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol bargaining unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) An employee who has permanent status in his current position and is to be laid off shall be given at least 14 calendar days' notice of such layoff or two weeks' pay or a combination of days of notice and pay. Any payment will be made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a reassignment, lateral action, or demotion within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for reassignment, lateral action, 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 reassignment, lateral action, or demotion under the procedure as provided in this section.

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

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

(C) If work performed by employees in this unit is to be performed by non-state employees, the state agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the state has been unable to place the employees in other positions within the Career Service System.

SECTION 2 – Recall

(A) For a period of six calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

(C) For one year following layoff, employees who are reemployed in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

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(D) 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 3 – Retirement Benefits

Pursuant to section 121.021(38), Florida Statutes, an absence from the employer’s payroll for a period not to exceed 12 calendar months due to a layoff shall not constitute a break in the continuous service requirement for special risk members.

SECTION 4 – Job Security

(A) The state shall notify the PBA at least 30 days in advance of a layoff involving positions within the bargaining unit. 30 days prior to the actual layoff decision, the state will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff, and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the 30 days bargaining period. The PBA will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least 30 days prior to effecting a planned organizational change that will result in the movement of positions out of the bargaining unit, or in the demotion of employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that employees are impacted by the changes, it will notify the PBA pursuant to Chapter 447, Florida Statutes.

SECTION 5 – 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 on whether the layoff was in accordance with the provisions of this article.

Article 9

**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION,
AND PROMOTION**

Employees who have attained permanent status in their current position shall have the opportunity to request reassignment, lateral action, transfer, or change in duty station to vacant positions within the DHSMV, and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

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

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

(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.

(E) “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.

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

(G) “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.

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(H) “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 – Employee Request for Reassignment, Lateral Action, Transfer, Change in Duty Station

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

(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 for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

(D) Except where a position is filled by demotion, or where reassignment, lateral action, transfer, or change in duty station is not in the best interests of the agency, the management representative having hiring authority for that position shall give first consideration to those employees who have submitted a request form; provided, however, that employees whose request form is not submitted by the first day of the month shall not be considered for vacancies that occur during that month.

(E) Provided the appointment is in the best interest of the agency, the hiring authority shall normally fill a position with the employee who has the greatest length of service in the broadband level and who has an agency request form on file for the county in which the vacant position exists. The parties agree, however, that other factors, such as employees’ work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the broadband level will be placed in the position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

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

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(H) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(I) Nothing contained in this Agreement shall be construed to prevent the DHSMV, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the DHSMV will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any request forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of 14 calendar days' notice prior to the agency affecting any shift change, reassignment, or lateral action, and 30 calendar days' notice prior to the agency affecting any transfer.

(K) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, shift changes, transfers, or changes in duty station of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

SECTION 3 – Relocation Allowance

An employee who is reassigned, transferred, receives a lateral action, or is promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one workday leave for purposes of relocating his residence. 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. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

SECTION 4 – Request to Take Promotional Test

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal 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 appointments.

(A) If the DHSMV has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate that he wishes to be considered for promotional vacancy. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. The employee's eligibility for the occupational level shall be determined from information in the employee's personnel file. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

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(B) An employee may submit a request to take a promotional test where established by the DHSMV at any time; however, all such requests must be filed every two years and must be received in the agency personnel office by no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If the DHSMV has established a promotional test, by January 15 of each calendar year the DHSMV central personnel office shall provide a “NOTICE OF PROMOTIONAL TEST” containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, the DHSMV shall furnish to those eligible employees whose test requests are on file in the agency, a copy of the “NOTICE OF PROMOTIONAL TEST”. The DHSMV shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the DHSMV will be eligible to take the promotional test.

(E) The DHSMV, if it has established a promotional test and administers a written test, shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

SECTION 5 – Test Standards and Criteria

(A) The DHSMV shall be responsible for the development of all written promotional tests, which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

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(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the DHSMV within five days after the date of the test.

SECTION 6 – Promotional Lists

(A) If the DHSMV does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list, which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the DHSMV may, at its discretion, utilize the employee’s performance reviews and/or oral interviews in establishing the agency’s final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores the DHSMV shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may, upon request, discuss the criteria and weight to be accorded in addition to written test scores. If the DHSMV utilizes oral interviews, it will establish a three-member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency’s promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency’s promotional list, consisting of the name, final score, and position on the appropriate list, shall be furnished to each employee who passed the written test.

SECTION 7 – Method of Filling Positions

(A) Except where a vacancy is filled by demoting an employee or by reassignment or lateral action, any person who is to be selected for a position must first have his name placed on the agency’s promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the position. However, the DHSMV shall have the discretion to fill a position from only the highest five numerical scores of employees contained on the DHSMV’s promotional list. The DHSMV shall attempt to fill positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending request forms on file for the work area in which the agency need exists. Nothing contained in this agreement shall

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be construed to prevent the DHSMV from filling a position in a manner meeting the agency's needs.

SECTION 8 – Grievability

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee.

SECTION 9 – Promotions Outside the Unit

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

SECTION 10 – Probationary Status on Promotion

(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.

(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), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

**Article 10
DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

(B) An employee who has not attained permanent status in his current position shall not have access to the grievance procedure in Article 6 when disciplined.

(C) Each employee shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that a PBA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered.

(E) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however, such documentation may be used by the parties at an administrative hearing involving an employee's

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discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(F) If filed within 21 calendar days following the date of receipt of notice from the DHSMV, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. The DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the DHSMV in making its decision. 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.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 2.

**Article 11
CLASSIFICATION REVIEW**

(A) Except in case of an emergency, employees shall not be required to perform work not included in the employee's position description.

(B) 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 occupation profile to which the position is allocated, the employee may request 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 decision.

(C) If the employee is not satisfied with the decision of the Agency Head or designee, he may, with or without representation, request in writing a review by the Secretary of the Department of Management Services or designee. The review will be conducted in accordance with Chapter 110, Florida Statutes. 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 DHSMV. Information in an employee’s official personnel file may be maintained in electronic as well as paper form.

(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.

(D) Where the Agency Head or designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document 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 Agencies, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action is “VOID”.

(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

Article 13 SAFETY

SECTION 1 – Vehicle and Vessel Safety

Vehicles and vessels used by employees, whether issued to the employee or not, shall be maintained in safe operating condition by the state.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is allowed to fire his weapon in an approved Standards and Training Course at least

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once every six months, at no cost to employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Consultation

The parties agree to form a Safety Committee with an equal number of PBA and employer representatives, to study and recommend the purchase and maintenance of minimal standards of safety equipment. The Committee shall conduct research and periodically make recommendations to the state and/or appropriate agencies with regard to:

- (A) That all vehicles shall incorporate standard police packages, power windows, rear window defoggers, and heated rearview mirrors;
- (B) That all 4X4 vehicles be equipped with roll bars;
- (C) That all vehicles and vessels shall have a locking gun rack;
- (D) Crash barriers for inspection booths;
- (E) Use of radios by uniformed personnel not assigned marked vehicles; and
- (F) Other matters relating to equipment, vehicle, and vessel purchases; improvements to existing vehicles to enhance safety, training, and other matters relating to safety.

The recommendations of the Committee shall be submitted in writing to the appropriate agency head who shall respond, in writing, with respect to each recommendation. Rejection of any recommendation shall include written justification for the rejection.

The parties agree to execute a Memorandum of Understanding setting forth the composition and schedule for the Committee.

Article 14
PERFORMANCE REVIEW

SECTION 1 – Performance Reviews

- (A) The performance of employees shall be reviewed in accordance with State Personnel System Rule 60L-35, Florida Administrative Code, Performance Evaluation System.
- (B) Employees’ performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.
- (C) Performance reviews shall be based on an employee’s actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is

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to be utilized by an agency, the evaluation shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(D) Numerical arrest, citation, or violation quotas will not be used as the primary a factor in reviewing evaluating employees' performance, as provided in Section 316.640(8)(b), Florida Statutes.

~~(D) The state will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.~~

(E) The provisions of this article are not grievable under Article 6 of this Agreement except as follows:

(1) If the performance evaluation of an employee who has obtained permanent status in his current position serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion or dismissal.

(2) If the overall annual performance evaluation score of an employee who has obtained permanent status in his current position is Needs Improvement or Unsatisfactory and it is alleged that a violation of (A), (C), or (D) of this section has occurred. In these instances, grievance decisions at Step 3 shall be final and binding.

~~Performance evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.~~

SECTION 2 – Agency Performance Reviews

~~The state agrees that the DHSMV's performance review system for employees shall adhere to the following standards:~~

(A) The DHSMV will continue to make a good faith effort to train supervisors in performance review techniques. Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by the agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

SECTION 3 – Recruit Evaluation

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

Article 15 SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, “seniority” shall be defined as continuous service in the broadband level; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

SECTION 2 – Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the PBA understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 – Vacation and Holiday Leave

Where practicable, requests for leave of 40 contiguous hours or more, or for holidays, shall be requested at least 60 days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the DHSMV from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT

SECTION 1 – Definitions

For purposes of this Article, the following definitions are used:

- (A) “Hireback”: Off duty police employment administered by the state.
- (B) “Off-Duty Employment”: Any secondary employment undertaken while in an off-duty status which does not entail the use or implied use of police authority. Work of this type provides no real or potential law enforcement services, and vested police powers are not a condition of employment.
- (C) “Off-Duty Police Employment” (ODPE): Secondary employment undertaken while in other than a duty status which entails actual or potential use of police authority and requires police powers as a condition of employment. The definition encompasses those who schedule off-duty police employment.
- (D) “ODPE Job”: A distinct project that has one employer and in which work is performed in a set location(s) identified at the beginning of the job. In the case of a construction

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or similar project, an ODPE job may consist of multiple phases. However, a second distinct construction project shall be considered a separate ODPE job for the purposes of assigning a scheduler.

SECTION 2 – Outside Employment – Non-Police Employment

(A) On the effective date of this Agreement, any employee who is performing non-police employment outside of state government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify his agency head, or designee, of such employment, prior to date of employment, and verify that such non-police employment does not conflict with the employee’s state employment, or with the DHSMV’s policies or procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved. Absent extenuating circumstances, a disapproval of a notice or request for outside non-police employment will be communicated to the employee within 14 calendar days of the notice or request. If extenuating circumstances prevent a determination as to the appropriateness of the non-police employment, the reasons for the delay will be provided to the employee in writing. Whenever the state determines that any outside employment conflicts with the employee’s responsibilities connected with his state employment, the outside employment may be disapproved and prohibited. Disapprovals of outside employment shall be subject to the contract’s expedited arbitration procedure.

(C) During the course of the employee’s outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state law enforcement officer.

SECTION 3 – Outside Employment – Police Employment

(A) An employee who wishes to perform police employment outside of state government shall secure the required approval in advance in accordance with the agency’s policies and procedures. Permission shall not be withheld as long as such outside employment does not conflict with the employee’s state employment or with the agency’s policies and procedures limiting such outside employment.

(B) Scheduling of off-duty police employment shall be at the discretion of the agency.

(C) Requests for approval of outside employment shall be acted upon in a timely manner. Within 60 days of ratification of the contract, the parties will initiate consultations on the amount of off-duty hours to be allowed. Absent extenuating circumstances, a disapproval of outside employment will be communicated within 14 calendar days of the submission of the notice by the employee. In the event extenuating circumstances prevent a determination within 14 calendar days, the reasons for the delay will be provided in writing to the employee. A request can be denied or an approval can be revoked whenever the outside employment conflicts with the

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employee’s state employment or the agency’s policies and procedures. Disapprovals of a request for outside employment shall be subject to the contract’s expedited arbitration procedure.

(D) During the course of the employee’s outside employment, the DHSMV may make reasonable inquiries of the employee to ensure that the employee’s continued outside employment does not constitute a conflict of interest, or interfere with the employee’s primary duties as a state law enforcement officer.

(E) Each employee will be permitted to wear his uniform and personal equipment and use his patrol car or vessel during approved off-duty police employment. An employee who desires to seek outside employment during his off-duty hours or leave time will seek permission from the DHSMV whose decision will be in accordance with the policy established by the agency on such matters. Approval for such outside employment will be granted so long as it:

- (1) Does not constitute a conflict of interest;
- (2) Does not interfere with the employee’s primary duties as a state law enforcement officer; and
- (3) Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities.

(F) When required by the state, employees who are utilizing state equipment while performing police employment outside of state employment shall be responsible for all insurance relative to such outside employment, including workers’ compensation, liability and vehicle insurance, unless the employees are engaged in activity as provided in section 440.091, Florida Statutes.

SECTION 4 – Taxes

The employee shall be responsible for reporting and paying all taxes incurred as a result of off-duty police and off-duty non-police employment.

**Article 17
GROOMING STANDARDS**

SECTION 1 – Haircuts

Haircuts will conform to the following standards:

(A) Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar’s edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

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(B) If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

(C) The face will be clean-shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

SECTION 2 – Cosmetics and Jewelry

If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings.

SECTION 3 – Permitted Variations

Variations in the grooming standards described in this Article may be permitted by the DHSMV when it deems that such variations are required by an employee's current work assignment.

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34 of the Florida Administrative Code, including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

(A) The DHSMV shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule, the state has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight-hour increments.

(C) The work period for employees shall be 40, 80, or 160 hours, as determined by the Executive Director of the DHSMV.

SECTION 2 – Non-Required Work Time

Employees shall not be required to volunteer time to the state. If records of voluntary time are kept by the state or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts 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.

(B) In the event of a declared emergency, the notice requirement of this Section may be void.

(C) The state will continue to observe the scheduling structures currently in place at the DHSMV and agrees to bargain any change in the overall practice of how schedules are established.

SECTION 4 – Rest Periods

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty, and are not to be used contiguously with a meal break.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

SECTION 5 – Overtime

(A) The work period for each full-time employee shall be 40, 80, or 160 hours, as determined by the agency.

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment

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of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

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

SECTION 6 – FLSA Compensatory Leave

(A) If the DHSMV has a plan approved in advance by the Department of Management Services, FLSA compensatory leave credits shall be granted, administered, and used as described below:

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

(C) The parties agree that all Florida Highway Patrol recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

(1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80-hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

(2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit’s agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Rule 60L-34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

SECTION 7 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as provided in Rule 60L-34, Florida Administrative Code, for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when the employee's assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any 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.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

SECTION 8 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 9 – 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, Florida Administrative Code, 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.

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

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

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, Florida Administrative Code. The Department shall approve such requests that, 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 10 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under 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 substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

Article 19

PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) Personal property subject to replacement or reimbursement pursuant to this article, other than the employee's watch or prescription glasses, must be approved in advance by the DHSMV as required to adequately perform the duties of the position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property

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repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

(1) The DHSMV has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) The employee shall not be reimbursed or have property repaired or replaced if the DHSMV determines that the damage, destruction, or loss resulted from the employee's negligence.

(C) An employee who requests reimbursement, repair, or replacement of personal property must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Agency Head or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

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.

Total allowable per incident - \$500.

Article 20
TRAINING AND EDUCATION

SECTION 1 – Law Enforcement Supervisors' Training

The state and the PBA recognize the importance of supervisor training programs to develop management skills in our law enforcement supervisors. The state will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs in performance review techniques, supervisory skills, and managerial techniques.

SECTION 2 – 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.

Article 21
COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER
LEVEL POSITION

SECTION 1 – Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in an 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 for a temporary special duty additive in accordance with Chapter 60L-32, Florida Administrative Code.

SECTION 2 – Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher broadband level shall be paid according to the same compensation method as promoted employees pursuant to the Rules of the State Personnel System.

SECTION 3 – Return to Regular Rate

Employees being paid at a higher rate while temporarily filling 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 ends.

Article 22
VACANT

Article 23
EQUIPMENT

SECTION 1 – New Vehicles

Newly purchased pursuit vehicles for uniformed patrol shall be police package equipped by the manufacturer as provided by current state contract specifications for pursuit vehicles.

SECTION 2 – High Visibility Lights

The DHSMV shall utilize high visibility lights as dictated by agency needs.

Article 24
ON-CALL ASSIGNMENT – CALL-BACK – COURT APPEARANCE

SECTION 1 – Definition

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

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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, and/or a holiday as listed in section 110.117(1), Florida Statutes, 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

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked, or a minimum of four hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 4 – Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of two and one-half hours, whichever is greater.

**Article 25 2018 Legislative Impasse Resolution
WAGES**

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the Fiscal Year 2018-2019 General Appropriations Act and other provisions of state law.

SECTION 2 – Competitive Pay Adjustments

(A) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a competitive pay adjustment of seven percent (7%) to the employee’s June 30, 2018, base rate of pay.

(B) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a special pay adjustment of three percent (3%) to the employee’s June 30, 2018, base rate of pay. To be eligible for this special salary adjustment, the law enforcement officer must have completed at least 10 years of state service as a law enforcement officer by July 1, 2018.

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

In accordance with the authority provided in the Fiscal Year ~~2017~~2018-2018-2019 General Appropriations Act, and contingent upon the availability of funds and at the agency head’s discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2017~~2018-2018-2019 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**Article 26
UNIFORMS AND ACCESSORIES**

SECTION 1 – Uniform – Standard Issue

(A) All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories. If the uniforms are to be replaced, the state will study the feasibility of replacing them with quality wash and wear uniforms.

(B) The state shall provide uniforms for its female officers in the appropriate sizes, designed and cut for females. If a female officer is required to wear a bullet proof vest, it shall be designed and fitted for a female.

SECTION 2 – Uniform Accessories

Uniform accessories will include the following minimum requirements:

(A) Gun belt, either two and one-quarter inches or three inches as appropriate for the individual officer.

(B) An employee who currently has, and who has been trained in the use of, a cross-draw holster, shall be permitted to continue to utilize that type of holster. All other employees will be issued a strong-hand holster.

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- (C) Spare ammunition, and an appropriate case.
- (D) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (E) The DHSMV, which provides bulletproof vests to employees, will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.
- (F) The DHSMV will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

SECTION 3 – Uniform and Clothing Maintenance Allowance

The state will provide employees who are furnished and required by the state to wear a uniform, or those employees assigned to full-time plain clothes positions, a maintenance, clothing and shoe allowance in the amount of \$500.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employees.

Article 27 2018 Legislative Impasse Resolution
INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The benefits and employee premiums for health plans under the State Group Health Insurance Program for the 2018-2019 fiscal year shall be the benefits and employee premiums established pursuant to Section 8 of the 2018-2019 General Appropriations Act.

SECTION 2 – Death In-Line-Of-Duty Benefits

- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee’s surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

Article 28 TRAVEL EXPENSES

SECTION 1 – Payment of Travel Vouchers

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

SECTION 2 – Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the DHSMV to temporarily assign employees with less than 48 hours' notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than 48 hours' notice, the state agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 – Mileage Allowance

The state agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately owned vehicles for official travel at the rate provided in section 112.061(7)(d)1., Florida Statutes.

Article 29 DRUG TESTING

(A) The state and the PBA agree to drug testing of employees in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk classes for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 10. 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.

**Article 30
NO STRIKE**

SECTION 1 – No Strike Agreement

Neither the PBA nor any of its officers or agents, nor members covered by this-Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in section 447.203(6), Florida Statutes.

SECTION 2 – Penalty

Employees who violate any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the state shall not be subject to the grievance procedure established herein.

**Article 31
STATE PERSONNEL SYSTEM RULES**

The Department of Management Services will notify PBA in writing of proposed revisions to the Rules of the State Personnel System. PBA may then request consultation or negotiations regarding the proposed rule revisions.

**Article 32
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 33
ENTIRE AGREEMENT**

SECTION 1 – Agreement

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.

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

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understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Except as to the above subjects, 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 that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the PBA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by employees.

**Article 34
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**Article 35
DURATION**

SECTION 1 – Term

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 Union 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.

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 of time.

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 the preceding paragraph.

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SECTION 2 – Notices

Notices hereunder shall be given by e-mail or U.S. mail, return receipt requested, and if by the state shall be addressed to the Florida Police Benevolent Association, Inc. at 300 East Brevard Street, Tallahassee, Florida 32301, and if by the PBA shall be addressed to the Chief 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 or a state agency head 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.

**Article 36
AWARDS**

(A) Medal of Valor

The state may recognize heroic conduct with an award of valor. The criteria for awarding a medal of valor is as defined at section 112.194, Florida Statutes. A medal of valor may be accompanied by a monetary award up to \$250.00.

(B) Retirement Awards

(1) Retirement awards for eligible employees who retire from the State Retirement System with substantial service to an agency of the State of Florida, including the badge worn by him or her, the employee’s service revolver or pistol, if one had been issued as part of the employee’s equipment, and an identification card clearly marked “RETIRED” shall be as provided in section 112.193, Florida Statutes.

(2) The state may grant awards, certificates, and other recognition pursuant to Florida Statutes, section 110.1245(3) to retiring employees whose service to the state has been satisfactory, in appreciation and recognition of such service. The cost for such awards shall not exceed \$100.00.

(C) Recognition Awards

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The state may grant awards, certificates and other recognition to employees who demonstrate satisfactory service to the state in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

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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 2017-2018 fiscal year.

| | | | |
|------------|----------------------|---------------------|------------------|
| Article 6 | Grievance Procedures | Tentative Agreement | Effective?? |
| Article 14 | Performance Review | Tentative Agreement | Effective?? |
| Article 25 | Wages | Imposed: HB 5001 | Effective 7/1/18 |
| Article 27 | Health Insurance | Imposed: HB 5001 | Effective 7/1/18 |

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

GENE “HAL” JOHNSON
GENERAL COUNSEL

DATE

JOHN RIVERA, PRESIDENT
FLORIDA POLICE BENEVOLENT ASSOCIATION

DATE

WILLIAM “BILL” SMITH, JR., PRESIDENT
FLORIDA HIGHWAY PATROL CHAPTER

DATE

RECOMMENDED FOR THE STATE OF FLORIDA:

MICHAEL MATTIMORE
CHIEF LABOR NEGOTIATOR

DATE

ERIN ROCK, SECRETARY
DEPARTMENT OF MANAGEMENT SERVICES

DATE

APPROVED FOR THE STATE OF FLORIDA:

RICK SCOTT
GOVERNOR

DATE

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APPENDIX A

FLORIDA HIGHWAY PATROL UNIT - CBU Code 12

| Class Codes, Class Titles, And CBU | | | Occupation | Broadband Code | Historical Class Codes, Titles, And CBU | | |
|------------------------------------|---|----|---------------------------------------|----------------|---|-----------------------------------|---|
| 8030 | Florida Highway Patrol Trooper | 12 | Law Enforcement | 33-3051-02 | 8532 | Law Enforcement Airplane Pilot I | 6 |
| 8031 | Florida Highway Patrol Sergeant | 12 | Law Enforcement | 33-3051-03 | 8534 | Law Enforcement Airplane Pilot II | 6 |
| 8032 | Florida Highway Patrol Pilot I | 12 | Law Enforcement | 33-3051-02 | 8517 | Law Enforcement Corporal | 6 |
| 8033 | Florida Highway Patrol Pilot II | 12 | Detectives And Criminal Investigators | 33-3021-03 | 8540 | Law Enforcement Investigator I | 6 |
| 8034 | Florida Highway Patrol Corporal | 12 | Detectives And Criminal Investigators | 33-3021-04 | 8541 | Law Enforcement Investigator II | 6 |
| 8035 | Florida Highway Patrol Investg Sergeant | 12 | Law Enforcement | 33-3051-01 | 8515 | Law Enforcement Officer | 6 |

For Fiscal Year 2018-2019, new class titles and class codes have been established for the Florida Highway Patrol Unit (CBU 12) based on previously used working class titles. The new class titles and class codes share the same Broadband and Pay Grade parameters as the previous class structure and do not entail revisions to the job descriptions for positions assigned to the new class titles.

NOTE: The above classes have been designated special risk for drug testing purposes under Chapter 60L-19, Florida Administrative Code. “Special risk” means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

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APPENDIX B

RQ

**FLORIDA POLICE BENEVOLENT ASSOCIATION
STATE OF FLORIDA
COLLECTIVE BARGAINING UNITS
GRIEVANCE FORM**

Employee's Name _____
Business Address _____
Division or District _____
Bureau or Unit _____
Bargaining Unit _____

Class Title _____
Department or Agency _____
Business Telephone _____

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, AND SPECIAL AGENT
BARGAINING UNITS**

The Florida Police Benevolent Association [“PBA”], representing employees in the Florida Highway Patrol, Law Enforcement, 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: _____