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# MEMORANDUM OF AGREEMENT

WHEREAS, the State of Florida and the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO [hereinafter "Union"] are parties to the Master Contract for the period from July 1, 1995, through June 30, 1998;

WHEREAS, the Union is the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for employees in the Human Services, Professional, Operational Services, and Administrative and Clerical Units;

WHEREAS, the State desires to revise Chapter 60K-5, Florida Administrative Code, Attendance and Leave;

THEREFORE, in consideration of the mutual agreements contained herein, the undersigned parties to this MEMORANDUM OF AGREEMENT stipulate and agree between themselves as follows:

Chapter 60K-5, F.A.C., will be amended to reflect the following:

### Leave Payments for DROP

- Employees will have the option to receive payment of accrued annual leave at commencement of the Deferred Retirement Option Program (DROP) or at the time of termination from the Career Service.
- Annual leave payment at the commencement of DROP will be up to 240 hours. If an employee's balance is less than 240 hours, the employee will be paid for the number of hours accrued as of the commencement of DROP, and receive a second payment upon termination from the agency of any subsequently accrued hours which, combined with the original payment, do not exceed 240 hours.
- Any annual leave accrued during DROP employment which, in combination with the original lump sum payment at the commencement of DROP, is in excess of 240 hours, is forfeited if not used during DROP employment.
- Any accrued annual leave hours in excess of 240 hours will be rolled over into DROP employment, and subject to "use it or lose it."
- Employees will have the option to receive payment of any special compensatory hours which are earned within 11 months of entry into DROP (i.e., creditable under FRS). Employees who earn additional special compensatory hours during DROP employment will be eligible for payment of all such hours, in addition to any special compensation hours carried over into DROP, upon termination from the agency, subject to the limitations of the collective bargaining agreement.

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- An employee's sick leave balance will roll over intact and will be paid for upon termination from employment in accordance with current rule provisions.
- Annual, sick and compensatory hours will accrue in the same manner and rate as prior to DROP.

Special Compensatory Leave

- Clarifies that, upon reasonable notice, an agency head may compel use of all or part of any employee's accumulated holiday special compensatory leave credits and/or special compensatory leave credits earned on or after July 1, 1993, when it meets an agency head and provided such usage requirement is in accordance with any collective bargaining agreement.

April 2, 1999  
 H. Perkins for the State 3/26/99

Sick Leave Transfer Policy

- Provides that employees may be able to transfer sick leave to employees in other agencies.
- Provides that all unused sick leave must be returned to the donating employee when the receiving employee returns to work.

These stipulations contain the entire agreement between the parties hereto.

All parties represent that they have read this MEMORANDUM OF AGREEMENT, understand its contents, and have executed it voluntarily.

FOR THE UNION:

George W. Masten

George Masten  
Executive Director  
AFSCME Council 79

Date: 6/19/98

TP/kh.6/19/98

FOR THE STATE:

Terry Perkins

Terry Perkins  
Chief Negotiator  
Department of Management Services

Date: 6/22/98

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