

[REDACTED]

May 13, 2024

[REDACTED]

**Re: RESPONSE TO OBJECTIONS AND NEGOTIATIONS ORDER FOR PENDING
FTA GRANT APPLICATION Jacksonville Transportation Authority (JTA) FL – 2024-015**

Dear [REDACTED]:

I represent the [REDACTED] and received a copy of your letter dated May 13, 2024. Your letter was in response to a letter from the American Federation of State County and Municipal Employees' (AFSCME) [REDACTED] dated April 29, 2024, in which AFSCME objected to the proposed Certification of the above referenced grant application on the grounds that Florida's SB 256, which amended §447.301 Fla. Stat. et seq., materially affects and diminishes the previously existing collective bargaining rights of employees represented by AFSCME. Your letter found AFSCME's objections sufficient and directed the parties to engage in good faith negotiations/discussions, for a period not to exceed thirty (30) days, to try to resolve the issues created by CS 256. The parties have already completed nine (9) months ago what the DOL is now requiring. As such, the grant application should be Certified and AFSCME's objections should be dismissed.

CS/SB 256's amendment to §447.303 related to union dues deductions, arguably may have created an immediate impact on rights, privileges, and benefits under existing collective bargaining agreements or the continuation of existing collective bargaining rights for employees represented by AFSCME at [REDACTED]. Because of this, [REDACTED] almost immediately began the process of negotiating a Memorandum of Agreement with AFSCME that would rectify the situation. In an MOU dated August 17, 2023, a mere six (6) weeks after the effective date of the legislation, the [REDACTED] and AFSCME agreed to delete from the collective bargaining agreement all language providing for dues check off for as long as CS/SB 256 was in effect (Exhibit A). The MOU also rectified a "double deduction" situation created because of the general confusion surrounding the enactment of CS/SB 256. The MOU runs for the term of the current CBA or until CS/SB 256 and the resulting Florida statutory changes are no longer in effect. The MOU was signed by [REDACTED] [REDACTED] was the President of AFSCME Local 3613 on August 17, 2023). Furthermore, [REDACTED] through counsel, brought this matter to the attention of [REDACTED] of AFSCME Council 79, Region 1. [REDACTED] then brought it to the attention

[REDACTED]

of [REDACTED] – [REDACTED] of AFSCME Local 3613, [REDACTED] – [REDACTED] of AFSCME Local 3613, and [REDACTED]. Thereafter, [REDACTED] provided the MOU to [REDACTED] – Director AFSCME Florida Region 2 who in an email response stated, “I see no problems with the MOU” (Exhibit B). Shortly thereafter, [REDACTED] and counsel for [REDACTED] spoke about the MOU to clarify necessary changes, which resulted in the final MOU. Therefore, [REDACTED] clearly and preemptively did exactly what is now required by your letter.

As it relates to SB 256’s amendment to §447.305, the rights, privileges, and benefits under existing collective bargaining agreements or the continuation of existing collective bargaining rights are not affected. Even if the amendment does at some point affect the foregoing, AFSCME has not shown, or even alleged, that it has moved for recertification and that Florida has denied recertification. Unless and until that happens, AFSCME’s claim that employee rights, privileges, and benefits under existing collective bargaining agreements or the continuation of existing collective bargaining rights has somehow been harmed by SB 256’s amendment to §447.305 is premature.

Therefore, [REDACTED] respectfully requests that DOL dismiss AFSCME’s objections to the Certification and that DOL Certify pending Grant Application [REDACTED]

Sincerely,

[REDACTED]

Cc:

[REDACTED]

MEMORANDUM OF UNDERSTANDING

By and Between

[REDACTED]

and

**AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES
FLORIDA COUNCIL 79 ("AFSCME")**

To comply with current Florida law the parties enter into this Memorandum of Understanding ("MOU") effective the date of signature.

[REDACTED] and AFSCME agree to the following:

1. To Delete Article 2.4.A. - 2.4.E. concerning dues check off from the current collective bargaining agreement in effect between the parties for so long as Florida SB 256 and the resulting Florida statutory provisions remain in effect and/or applicable to represented employees at [REDACTED]
2. [REDACTED] will reimburse employees for any money collected from employee pay as union dues that was also collected by AFSCME after July 31, 2023.
3. This MOU will expire at midnight May 20, 2025 or when Florida SB 256 and the resulting Florida statutory provisions are no longer in effect and/or applicable to represented employees at [REDACTED], whichever is sooner.
4. This MOU is made on a non-precedent setting basis and will not be relied upon by either party as a past-practice for any purpose or under any circumstance.

[REDACTED]

[REDACTED]

From:

Sent:

[REDACTED]
Wednesday, May 1, 2024 4:14 PM

To:

Subject:

[REDACTED]
FW: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

[REDACTED]

Sent: Thursday, August 17, 2023 11:27 AM

[REDACTED]
Subject: RE: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

Thank you sir. I am travelling so probably won't have a fully executed copy back to you until next week.

Thanks again.

■

[REDACTED]



From: [REDACTED]
Sent: Thursday, August 17, 2023 11:22 AM
To: [REDACTED]
Subject: Re: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

Here's the signed form.
Thanks



Here you go.

Thanks



From: [REDACTED]
Sent: Thursday, August 17, 2023 10:38 AM

To: [REDACTED]

Subject: RE: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

Yes. [REDACTED]

[Sent from Yahoo Mail on Android](#)

[REDACTED]

[REDACTED]

Hey [REDACTED] Can I call you so I can be clear about any changes that need to be made to the MOU?

Thanks

[REDACTED]

From: [REDACTED]

Sent: Thursday, August 17, 2023 9:53 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: Fw: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

[REDACTED] the third party started deductions on August 1,2023. Other than that you can send the MOU back to me.

Thanks,
[REDACTED]

[Sent from Yahoo Mail on Android](#)

----- Forwarded Message -----

From: [REDACTED]
To: [REDACTED]
Cc:
Sent: Thu, Aug 17, 2023 at 6:12 AM
Subject: RE: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off
[REDACTED]

I see no problems with the MOU.

[REDACTED]

From: [REDACTED]
Sent: Wednesday, August 16, 2023 9:52 AM
To: [REDACTED]
Subject: [EXTERNAL] - Fw: [EXTERNAL] - Dues Check Off

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----- Forwarded Message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Sent: Friday, August 11, 2023 at 05:07:38 PM EDT
Subject: Re: [EXTERNAL] - Dues Check Off

Hello [REDACTED]

I am on vacation until August 14, 2023. Additionally, I will no longer be with AFSCME. Mr. [REDACTED] has been attached to this email and he will be the Staff Representative handling matters.

Thank you sir,

[REDACTED]

[REDACTED]

On Aug 11, 2023, at 5:03 PM, [REDACTED] wrote:

[EXTERNAL EMAIL] - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please report suspicious activity, links or emails.

Hey [REDACTED] Hope you are well. Thanks for calling me back and I apologize for not getting back to you yet. [REDACTED] told me about the dues deduction situation. See if the attached makes sense to you. Thanks and have a great weekend.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]