



AGREEMENT

THE STATE OF FLORIDA

and the

**FLORIDA STATE FIRE
SERVICE ASSOCIATION**

Fire Service Unit

Effective July 1, 2013 through June 30, 2014

Pursuant to 2013 Legislative Impasse Resolution

TABLE OF CONTENTS

Agreement
Preamble
Article 1 – Recognition
Article 2 – Gender Reference
Article 3 – Vacant
Article 4 – No Discrimination
Article 5 – Representation Rights
Article 6 – Grievance Procedure
Article 7 – Disciplinary Action
Article 8 – Workforce Reductions
Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions
Article 10 – Occupation Profiles/Rules
Article 11 – Classification Review
Article 12 – Personnel Records
Article 13 – Health and Welfare
Article 14 – State Vehicles and Vessels
Article 15 – Probationary Status
Article 16 – Retirement
Article 17 – Allowances and Reimbursements
Article 18 – Leaves of Absence
Article 19 – Outside Employment
Article 20 – Training and Education
Article 21 – Committees
Article 22 – Personal Property – Replacement and/or Reimbursement
Article 23 – Hours of Work and Overtime
Article 24 – On-Call Assignment, Call-Back and Residency
Article 25 – Wages
Article 26 – Vacant
Article 27 – Uniforms
Article 28 – Vacant
Article 29 – Vacant
Article 30 – Vacant
Article 31 – Management Rights
Article 32 – Entire Agreement
Article 33 – Savings Clause
Article 34 – Duration
APPENDIX A – Classes in the Florida State Fire Service Association Bargaining Unit
APPENDIX B – Grievance Form
APPENDIX C – Request for Arbitration Form

AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the “State”) and the FLORIDA STATE FIRE SERVICE ASSOCIATION (hereinafter called “FSFSA”) representing the employees in the Florida State Fire Service Association Bargaining Unit. All such employees for the purposes of this contract shall be classified as included employees.

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**

SECTION 1 – Recognition

The State hereby recognizes FSFSA, 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 State Fire Service Association Bargaining Unit.

The Bargaining Unit for which this recognition is accorded is as defined in Certification number 1360 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

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 Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

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

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

SECTION 2 – Non-Discrimination Policy – Association Membership

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

**Article 5
REPRESENTATION RIGHTS**

SECTION 1 - Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit or represented by the Florida State Fire Service Association (FSFSA).

(B) The term “Grievance Representative,” as used in this Agreement, shall mean a bargaining unit member officially designated by the President of the FSFSA to investigate grievances. The state recognizes and agrees to deal with designated grievance representatives of the FSFSA on all matters relating to grievances.

SECTION 2 – Designation of Employee Representatives

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

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

(1) Upon request of an aggrieved employee, or upon filing of a grievance by the FSFSA as an employee organization, an FSFSA Grievance Representative may investigate the

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

grievance and may assist in the grievance presentation, provided it is in his/her existing district. State level representatives may operate statewide; region level representatives may operate region wide.

SECTION 3 – Access

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

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

(C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance.

SECTION 4 – Distribution of Literature

FSFSA representatives may, during non-working hours or during any breaks, distribute employee organization literature. The FSFSA agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

SECTION 5 – Use of State Facilities for Meetings

The state agrees that recognized representatives of the FSFSA shall have access to the premises of the state which are available to the public for the purpose of conducting meetings, in compliance with Department of Management Services Rule 60H-6.007, F.A.C. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied.

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 24x36" for FSFSA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, covered employees. Once a location has been established, it shall not be moved without notice.

(B) The FSFSA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of FSFSA members with agency approval and such approval shall not be unreasonably denied.

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

(9) Decisions reached through consultation meetings, as approved by the Department of Management Services.

(10) Notices of wage increases for covered employees.

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

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

(E) A violation of these provisions by an FSFSA Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services for a period not to exceed three (3) months.

SECTION 7 – Use of State Phones

When an FSFSA steward or officer is called by a management representative while on duty, the steward or officer may receive the call without charge. An FSFSA steward or officer may place a call to a management representative even though the call may result in a cost to the state.

SECTION 8 – Consultations

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the FSFSA, the Secretary of the Department of Management Services and/or designated representative(s), and not more than three (3) representatives of FSFSA, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

(B) Upon request by the designated FSFSA Staff Representative, the Agency Head and/or designee(s) and the FSFSA Staff Representative, with not more than three (3) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Agency Head or designee.

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

(F) An agency is encouraged to consult a representative from the Florida State Fire Marshal, Bureau of Fire Standards and Training, regarding issues of firefighter safety, qualifications, or training if such issues arise as topics of consultation.

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

SECTION 9 – Negotiations

(A) The FSFSA 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 FSFSA agree to meet elsewhere at a state facility or other location which involves no rental cost to the state. There shall be no negotiation by FSFSA at any other level of state government.

(B) The FSFSA may designate up to six (6) employees within the unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. 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 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 negotiating sessions.

(C) The FSFSA President shall be allowed to take up to 16 hours of leave with pay per fiscal year; the remaining five (5) members of the Negotiation Committee shall each be allowed to take up to eight (8) hours of leave with pay per fiscal year not to exceed a total of 40 hours, to participate in FSFSA training and preparation for negotiation meetings provided fire conditions, emergency activities or other priority work projects do not preclude such participation. Use of these hours will require appropriate documentation.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the state and the FSFSA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered employees. Such discussions should be held with a view to reaching an understanding which 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:

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

(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 the Agreement.

(B) “Grievant” shall mean an employee, or a group of employees having the same grievance, or the FSFSA. 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.

(C) “Days” shall mean calendar days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes. If the due date for a grievance response, or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 – Election of Remedy and Representation

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

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

(C) If the employee is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Agreement. The FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

The FSFSA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFSA.

SECTION 3 – Procedures

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

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

(C) The filing or pendency of any 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) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either FSFSA or the state in other cases.

(F) If a grievance meeting is held, and a required participant must travel during work time, reasonable travel time will be deemed time worked. A required participant is defined as the grievant, the designated FSFSA Grievance Representative located in the grievant's district, or the FSFSA Grievance Representative from the nearest district if there is no designated representative in the grievant's district, and any person required by the state to attend. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations agreed to by the parties. 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.

(H) 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. E.S.T.). Documents received after business hours shall be considered received the next business day.

(I) Grievance Processing. Grievances shall be filed and processed in the following manner:

(1) Step 1

(a) An employee having a grievance may, within 14 days following actual knowledge of the occurrence of the event giving rise to the grievance, submit a grievance at Step 1. Employee grievances are to be filed on the grievance form as contained in Appendix B. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s). In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known 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 just cause, and requests as relief, at a minimum, reinstatement or other make whole relief.

(b) The Step 1 Management Representative or designee may meet with the employee and/or the FSFSA Grievance Representative, and shall communicate a decision in writing to the employee and FSFSA Grievance Representative, if any, within 14 days following receipt of the grievance form. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the FSFSA Grievance Representative may submit it to the Agency Head or designee within 14 days after receipt of the decision at Step 1.

(b) The Agency Head or designee may meet with the employee and/or the FSFSA Grievance Representative, and shall communicate a decision in writing to the employee and FSFSA Grievance Representative, if any, within 14 days following receipt of the written grievance. If the Agency Head or designee 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 disciplinary grievance alleging only a violation of Article 7, is not resolved at Step 2, the employee or FSFSA Grievance Representative may submit it to the Department of Management Services within 14 days after receipt of the decision at Step 2.

(b) The Department of Management Services shall meet with the employee and/or the FSFSA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the FSFSA within fourteen (14) 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), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5) Arbitration

(a) If a disciplinary grievance alleging only a violation of Article 7 is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration within 14 days after receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration within 14 days after receipt of the decision at Step 3. If, at the initial written step, the FSFSA declined to represent the employee because he was not a member of the FSFSA, the employee 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 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 chosen from a panel of at least four (4) arbitrators selected by the parties.

(c) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, another arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(b) of this Article.

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

1) The arbitrator shall issue his decision not later than 14 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the 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 his decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

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

1) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

2) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(g) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties for the first five (5) matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(h) FSFSA 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 employee, or the FSFSA, 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 FSFSA or an employee to process a grievance (1) in 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 FSFSA.

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

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

(2) The FSFSA 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 FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 14 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

Article 7

DISCIPLINARY ACTION

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause as provided in Section 110.227, Florida Statutes.

(B) Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action. Such disciplinary actions shall be grievable for employees

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

with permanent status in their current position in accordance with the grievance procedure in Article 6.

(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 an FSFSA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee.

(E) Letters of counseling are not disciplinary actions and not grievable. Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline. They shall not be relied upon for the purposes of promotional decisions or performance evaluations if the conduct resulting in the letter is not repeated in the following 12 months.

(F) Reprimands shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Agreement.

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

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

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

(G) The state may, at its discretion, assess disciplinary suspensions of more than three days over two pay periods.

Article 8 WORKFORCE REDUCTIONS

SECTION 1 – Layoffs

(A) When employees certified pursuant to Chapter 633, Florida Statutes, 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 each agency.

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

(3) An employee who does not have 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 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.

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

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point shall be deducted for each month an employee has a rating below performance expectations.

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

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

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

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

(10) An employee who has permanent status in his current position and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area, in lieu of layoff, to a position in a 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

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

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 demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

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

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

SECTION 2 – Recall

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

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

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same broadband level in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in the position.

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

SECTION 3 – Job Security

The state shall make a reasonable effort to notify FSFSA at least 30 days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the state will meet with the FSFSA to bargain the impact of the layoff on the employees involved.

Article 9

VOLUNTARY REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTIONS

Employees who have attained permanent status in their current position and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer, or change in

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

duty station to vacant positions within their respective agencies 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 the moving of an employee to a duty station located within 50 miles, by highway, of his current duty station.

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

(C) “Broadband level” shall mean all positions which are 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 the moving of an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

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

(F) “Promotion” shall mean the changing of 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.

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

SECTION 2 – Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in his current position may apply for a reassignment, transfer, change in duty station, or promotion on a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form (supplied by the agency). Such requests shall indicate the broadband level(s), county(ies), duty station, and/or shift(s) to which the employee would like to be reassigned, transferred, or promoted. When the employee requests reassignment to a different position in a different broadband level, or a promotion, a State of Florida Employment Application Form must be completed and sent with the request form.

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

(C) All Request for Reassignment, Transfer, Change in Duty Station, and Promotion 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

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

employee hiring decisions in the work unit to which the employee has requested reassignment, transfer, change in duty station, or promotion.

(D) Except where a vacancy is filled by demotion, or where reassignment, transfer, change in duty station, or promotion is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

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

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

(G) When an employee has been reassigned, transferred, or promoted, or had his duty station changed pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station, and Promotion from that employee shall be canceled. No other Request may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion. If an employee declines an offer of reassignment, transfer, change in duty station, or promotion pursuant to a request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to resubmit that request for a period of twelve (12) months from the date the employee declined the offer.

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

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

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. In

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 6 – Grievability

The provisions of this Article regarding voluntary reassignment, transfer, change in duty station, or promotion shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(E), and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

Article 10 OCCUPATION PROFILES/RULES

SECTION 1 – Occupation Profiles/Rules Maintained

(A) The state will maintain the Occupation Profiles and the Rules of the State Personnel System on the Department of Management Services' website.

(B) In instances where the state determines that a revision to an Occupation Profile for positions covered by this Agreement is needed, the Department of Management Services shall notify the FSFSA in writing of the proposed changes, and provide the bargaining rights allowed by law over the proposed change.

SECTION 2 – Documentation

The state will make a good faith effort to provide the FSFSA with the following:

(A) Thirty (30) days prior to agencies implementing policies and procedures which affect employees' wages, hours, or terms and conditions of employment, and are not expressly addressed by this Agreement, the FSFSA will be sent a copy of the proposed changes, and provided the bargaining rights allowed by law over the proposed change.

(B) Upon request by the FSFSA to an agency, the state shall provide a current copy of the agency's rules, regulations and policies which affect employees' wages, hours, and terms and conditions of employment covered by this Agreement, and which are not included in the Rules of the State Personnel System.

(C) Agency rules, regulations or policies which affect the employees' wages, hours, and terms and conditions of employment shall be made available to all employees.

Article 11 CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or designee. The review by the Department of Management Services will be in accordance with Chapter 110, Florida Statutes.

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

SECTION 2 – Work Load Quotas

(A) When an employee alleges that the employee is being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head or designee review the work load quota assigned to the employee. The Agency Head or designee shall make the final written decision on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision within 60 days of the request.

(B) The state and the Union agree that work load quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

Article 12 PERSONNEL RECORDS

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

(B) If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material within six (6) months of placement in the file, and his answer will be attached to the file copy.

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State.

**Article 13
HEALTH AND WELFARE**

SECTION 1 – Insurance Benefits

The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

SECTION 2 – Employee Assistance Program

(A) Where a state agency has adopted an employee assistance program pursuant to section 110.1091, Florida Statutes, the state will make psychological and substance abuse counseling services available.

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

SECTION 3 – Death In-Line-Of Duty Benefits

(A) Funeral and burial expenses will be as provided in section 112.191, Florida Statutes.

(B) Education benefits will be as provided in section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in section 110.123, Florida Statutes.

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

SECTION 4 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

The Florida Forest Service (FFS) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

(A) The FFS shall provide Fitness Technician(s) in each Field Unit.

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition, and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as nutrition, exercise physiology, etc.

(B) Employees will be permitted to exercise a maximum of three (3) times per week for 30 minutes per session.

(1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.

(2) Individual aerobic and/or strength exercises are authorized.

(3) Team sports are prohibited.

(4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish his exercise session from their work site and be able to respond back to the site within 15 minutes of notification.

(5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

(6) The FFS will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.

(C) FFS Employee *Health Exam & Fitness Test*

(1) The FFS employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the FFS *Annual Medical Exam* standard. The employee has the option of utilizing the FFS facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the FFS *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 30 days prior to taking the Fitness Test.

(2) Employees who fail the *Annual Fitness Test* due to fitness reasons will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in (B) and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.

(3) Employees who fail the *Annual Medical Exam* will be placed on sick leave until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a personal physician's statement releasing him to full duty status and successfully completes the *Annual Medical Exam* at a FFS medical examination facility, or is certified to take the *Annual Fitness Test* utilizing the FFS *Annual Medical Exam* standard, by his personal physician (at personal cost), he will be required to take the Annual Fitness Test within 30 days of medical release to full duty status. Should the employee fail the Annual Fitness Test after release to full duty status, he will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph (C)(2) above.

(4) Employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

(5) The FFS employee *Annual Fitness Test* and the "National Fitness Test" will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (three (3) mile walk with 45 pound pack in 45 minutes) substituting for the FFS employee *Annual Fitness Test* (two (2) mile walk with 25 pound pack in 30 minutes).

(6) If a candidate for hire is required to take the FFS *Initial Fitness Test*, or an employee is currently scheduled to take the FFS employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

take the FFS employee *Annual Fitness Test* the upcoming November, December or January (this means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(7) If a candidate for hire is required to take the FFS *Initial Fitness Test*, **after** August 31st and **before** November 1st, the candidate will take the test as scheduled, and be required to take the FFS employee *Annual Fitness Test* in November, December or January of the following year (this means more than 12 months between tests). (Example: candidate takes the FFS *Initial Fitness Test* on October 15, 2006, and will be required to take the FFS employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(8) If an employee is scheduled to take the FFS employee *Annual Fitness Test* **after** August 31st and **before** November 1st, the employee will wait until November, December or January to take the FFS employee *Annual Fitness Test* (this means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

Article 14 STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

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

SECTION 2 – Firefighting Equipment

Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units as funding is made available and as determined by Florida Fire Service management.

Article 15 PROBATIONARY STATUS

An employee who has attained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status in the position, provided the employee held permanent status in a position in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

**Article 16
RETIREMENT**

The state agrees to administer the Florida Retirement System (FRS) in accordance with any statutory provision or Act affecting the plan or its operation.

**Article 17
ALLOWANCES AND REIMBURSEMENTS**

SECTION 1 – Travel Expenses

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

SECTION 2 – Competitive Area Differential

The Department of Management Services shall review Competitive Area Differential salary additive requests by agencies and determine appropriate differentials in accordance with Rule 60L-32, Florida Administrative Code.

SECTION 3 – Fee Reimbursements

(A) Agencies will reimburse a permanent employee for filing and examination fees associated with renewing the appropriate commercial driver's license and endorsement(s) if the employee is : (1) in a classification that requires the operation of equipment which requires either a Class A, Class B or Class C commercial driver's license and any endorsement(s) ; or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A, Class B or Class C commercial driver's license and any endorsement(s); provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by the Department of Highway Safety and Motor Vehicles.

(C) The state will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

**Article 18
LEAVES OF ABSENCE**

SECTION 1 – Leaves

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, 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.

SECTION 2 – Association Activities

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

SECTION 3 – Personal Holiday

Employees shall be credited a personal holiday on July 1 that must be taken by the end of each fiscal year.

**Article 19
OUTSIDE EMPLOYMENT**

(A) If during the term of this Agreement, an employee is to accept new employment outside of State government, the employee shall notify the agency head, or designee, of such employment, prior to the date of employment, and verify that there does not exist a conflict with the State's employment policies or procedures.

(B) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties with the State.

**Article 20
TRAINING AND EDUCATION**

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

SECTION 1 – Employee Education

(A) At the discretion of the Agency Head or designee, the state may allow employees to attend short courses, institutes, and workshops which will improve their performance in their current position, without a loss of pay and benefits.

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

(C) Subsections (A) and (B) above do not preclude the state from assigning employees to attend training courses. Such required training shall be consistent with the employee's position description.

SECTION 2 – Employee Training

(A) The state will not unreasonably deny applications for training.

(B) The state will make a good faith effort to give priority to employees for available training courses that are mandatory for their respective positions.

SECTION 3 – Educational Assistance Plan

The state shall provide up to six (6) 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
COMMITTEES**

SECTION 1 - Safety Committee

The parties agree that each agency shall have at least one Safety Committee. The FSFSA may select one person to serve on each committee directly addressing fire services operations and other matters of safety related to employees. Employees assigned to serve on these Safety Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. At the discretion of the agency, travel costs may be reimbursed. Any recommendations of the Committee shall be submitted in writing to the appropriate management representative who shall promptly respond with respect to each recommendation.

SECTION 2 – Other Committees

The parties agree that where the state or an agency has a committee created by agency policy to directly address fire service operations and other matters of safety related to employees, the FSFSA may select one employee to serve on any such committee. Employees assigned to serve shall be permitted to attend meetings while on-duty with no loss of pay or benefits. If travel costs are incurred by the FSFSA selected member, the agency may reimburse the costs at its discretion.

**Article 22
PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT**

(A) An employee, while on duty and acting within the scope of employment who suffers damage or destruction of the employee's watch or prescription glasses, or other such items of personal property as have been given prior approval by the Agency Head or his/her designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein.

(B) A written report must be filed detailing the circumstances under which such property was damaged or destroyed. The damage cannot be the result of the negligence of the employee. Upon verification by the agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

1. Watch - \$75
2. Prescription glasses - \$200 – including any examination
3. Other items – The Agency Head or his/her designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(C) Such reimbursements require the approval of the Agency Head or his/her designee. Approval shall not be unreasonably withheld.

Article 23 HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be 40 hours consisting of five (5) eight (8) hour, or four (4) ten (10) hour, days, or a 28 day, 160 hour period. Department of Children and Families employees shall remain on a 28 day, 192 hour period, consisting of 24 hours on-duty and 48 hours off-duty.

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

(C) Work beyond the normal workweek shall be administered in accordance with the provisions of Rule 60L-34, Florida Administrative Code.

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

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. Where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 up to Step 2 of the procedure.

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the state will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the FSFSA understand that there may be times when the needs of the agency will not permit such

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

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

(E) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15 minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

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

SECTION 4 – Work Day

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 5 – Special Compensatory Leave

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

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

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

- (B) Special Compensatory Leave Earned Prior to July 1, 2012
An employee may be required to reduce special compensatory leave credit balances.
- (C) Special Compensatory Leave Earned On or After July 1, 2012
- (1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.
- (2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.
- (3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.
- (4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.
- (D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

Article 24

ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 – On-Call

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

SECTION 2 – On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee’s payband level for each hour or portion thereof such employee is required to be on-call.

(C) On-call assignments are not to be granted on the basis of favoritism.

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

SECTION 3 – Call Back

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two (2) hours whichever is greater.

(B) An employee called back during a designated on-call assignment shall be required to be en route with apparatus within 45 minutes of confirmed notification by dispatch.

SECTION 4 – Residency Requirement

Florida Forest Service employees will reside within a radius of 20 statute miles of their permanent assigned headquarters. However, single engine and multi-engine reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 20 statute miles of the permanent location of their assigned aircraft.

Article 25 WAGES

SECTION 1 – General Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year 2013-14 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-14 General Appropriations Act.

SECTION 2 – General Wage Increase for Fiscal Year 2013-14

(A) Effective October 1, 2013, full-time eligible employees with a base rate of pay of \$40,000 or less on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,400.

(B) Effective October 1, 2013, full-time eligible employees with a base rate of pay greater than \$40,000 on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,000; provided however, in no instance shall an employee's base rate of pay be increased to an annual amount less than \$41,400.

(C) References to "eligible" employees refer to employees who are, at a minimum, meeting the required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible but not retroactively. The competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee's position.

SECTION 3 – Special Pay Issues

The state agrees to implement Fiscal Year 2013-14 Special Pay Issues funded in Specific Appropriation 1950A in accordance with section 8(2)(b) of the Fiscal Year 2013-14 General Appropriations Act.

Each agency is authorized to provide discretionary one-time lump sum bonus awards of \$600, less applicable taxes, to eligible employees in order to recruit, retain and reward quality personnel as provided in section 110.1245(2), Florida Statutes. Bonus awards will be pro-rated

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

based on the full-time equivalency of the employee's position and distributed in June 2014.

SECTION 4 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2013-14 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 5 – Cash Payout of Annual Leave

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

SECTION 6 – Performance Pay

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.

SECTION 7 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

Article 26 VACANT

Article 27 UNIFORMS

SECTION 1 – Uniform Allowance

FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the agency's uniform policy.

SECTION 2 – Accessories

- (A) Where hand-held radios are provided, they will be suitable for firefighting use.
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.
- (C) Name tags shall continue to be standard issue per agency policy.
- (D) Employees will be permitted to wear EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

SECTION 3 – Non-Uniformed Employees

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

Non-uniformed employees in the Department of Financial Services, Division of State Fire Marshal, shall receive a clothing allowance in the amount of \$250.00 annually.

Article 28
VACANT

Article 29
VACANT

Article 30
VACANT

Article 31
MANAGEMENT RIGHTS

The FSFSA 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 Contract; 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 Contract.

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement

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

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

(C) Except as to the above subjects, the state and the FSFSA, 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 FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

**Article 33
SAVINGS CLAUSE**

If any provision of this Agreement is rendered or declared invalid, unlawful, or not enforceable by reason of any court action or existing or subsequently enacted legislation or federal regulation; 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 34
DURATION**

SECTION 1 – Term

(A) This Agreement shall remain in full force and effect through the thirtieth day of June 2014. This Agreement shall remain in full force and be effective during the period of negotiation, and may be extended in the manner set forth in the following paragraph.

(B) In the event that the state and the FSFSA 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.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the state shall be addressed to FSFSA Local S-20, 208 Odham Drive, Sanford, Florida 32773, and if by FSFSA 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 during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood

Fiscal Year 2013-14 Florida State Fire Service Association/Fire Service Unit Successor Agreement

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.

**APPENDIX A
CLASSES IN THE FLORIDA STATE FIRE SERVICE ASSOCIATION
BARGAINING UNIT – CBU 11**

<u>Class Code</u>	<u>Class Title</u>
6411	Fire Fighter
6412	Fire Fighter Supervisor
7609	Forest Ranger
7610	Senior Forest Ranger
6577	Fire Fighter Rotorcraft Pilot
6570	Single Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services)
6568	Multi-Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services)
1362	Fire College Instructor
1364	Fire College Instructor Supervisor
1360	Field Representative – Fire Fighter Standards and Training
1366	Field Representative Supervisor – Fire Fighter Standards and Training
8804	Fire Protection Specialist

APPENDIX B



FLORIDA STATE FIRE SERVICE
ASSOCIATION

IAFF LOCAL S20



LOCAL S-20 DISTRICT # _____
GRIEVANCE STEP # _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE: _____ DEPARTMENT: _____

CLASSIFICATION: _____

WORK LOCATION: _____

SUPERVISOR'S NAME & CLASS TITLE: _____

STATEMENT OF GRIEVANCE: A collective bargaining agreement is in effect between the State of Florida and the Florida State Fire Service Association, Local S20. This grievance is being filed for violation of the following contract provisions:

(List contract articles violated and describe specific violations: _____)

Relief Required: (i.e. Corrective action and to be made whole) _____

I authorize the FSFSA Local S20 Representative as my representative to act for me in the disposition of this grievance.

Date: _____ Signature of Employee: _____

Name of Union Representative: _____ Title: _____
Signature of Union Representative: _____ Date: _____

Name of Management Representative: _____ Title: _____
Signature of Management Representative: _____ Date: _____

Date Grievance Presented or Certified Mail # _____

**TO ENFORCE CONTRACT TIME LIMITS, DATE STAMP
GRIEVANCE FORM UPON RECEIPT.**

COMPLETE THREE COPIES OF THIS FORM. THE EMPLOYEE AND LOCAL S20 UNION REPRESENTATIVE HANDLING THE CASE MUST SIGN EACH COPY.

Original To: _____ Title: _____
Copy To: _____ Title: _____
Copy to Local S-20 Grievance Chair: _____ Title: _____

APPENDIX C

REQUEST FOR ARBITRATION
FLORIDA STATE FIRE SERVICE ASSOCIATION
FIRE SERVICE BARGAINING UNIT

The Florida State Fire Service Association [“FSFSA”], representing employees in the Fire Service bargaining unit, 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 2 of the grievance procedure for disciplinary grievances, or Step 3 of the grievance procedure for contract language disputes, and a copy of the written decision rendered in response to the grievance.

I hereby authorize the FSFSA to proceed to arbitration with my grievance. I also authorize the FSFSA 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: _____

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