



**AGREEMENT**  
**THE STATE OF FLORIDA**  
**And**  
**THE FLORIDA STATE LODGE**  
**FRATERNAL ORDER OF POLICE, INC.**

**Special Agent Bargaining Unit**

**Effective January 27, 2021**  
**Through June 30, 2023**

*Strike-Through/Underline Changes to*  
*Fiscal Year 2019-2020 Successor Agreement*

*Incorporates 2020 Legislative Impasse Resolution to*  
*Articles 9, 21, 24, 25, 26; and*  
*Legislative Resolution to Articles 13 and 27 effective July 1, 2020*

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## **AGREEMENT**

**THIS AGREEMENT** is between the State of Florida (hereinafter called the “state”) and the **FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.** (hereinafter called the “~~Association~~ Union”) representing the employees in the Special Agent bargaining unit.

## **PREAMBLE**

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

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

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

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

### **Article 1 RECOGNITION**

(A) The state hereby recognizes the ~~Association~~ Union 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 Special Agent bargaining unit.

(B) The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission (PERC), Certification No. 1228.

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

### **Article 2 GENDER REFERENCE**

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

**Article 3  
VACANT**

**Article 4  
NO DISCRIMINATION**

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

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

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

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

(D) The ~~Association~~ Union agrees to support the state's current affirmative action programs and efforts to comply with the Americans with Disabilities Act, as well as other initiatives to avoid unlawful discrimination.

**SECTION 2 – Non-Discrimination Policy – ~~Association~~ Union Membership**

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

**Article 5  
EMPLOYEE REPRESENTATION AND ~~ASSOCIATION~~ UNION ACTIVITIES**

**SECTION 1 – Definitions**

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

(B) The term “Grievance Representative” as used in this Agreement, shall mean an employee who has been designated by the President of the ~~Association~~ Union to investigate grievances and to represent a grievant at Step 1 meetings on grievances that have been properly

filed under Article 6 of this Agreement, when the ~~Association~~ Union has been selected as the employee's representative.

## **SECTION 2 – Representation**

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

(B) The ~~Association~~ Union shall select one employee as a ~~Association~~ Union Grievance Representative per region as defined by the Florida Department of Law Enforcement (FDLE), and shall furnish to the state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. The state will not recognize a Grievance Representative whose name does not appear on the appropriate list. Where ~~Association~~ Union representation is requested by an employee, the representative shall be a person so selected and designated by the ~~Association~~ Union.

(C) Where ~~Association~~ Union representation is not requested by the employee, a ~~Association~~ Union Grievance Representative shall be notified of and be given an opportunity to be present at any meeting held concerning the grievance.

## **SECTION 3 – Representative Access**

The state agrees that accredited representatives of the ~~Association~~ Union shall have access to the premises of the state that are available to the public. 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 work hours of the employee and shall be restricted to matters related to the application of this Agreement.

## **SECTION 4 – Academy Access**

Where the agency operates its own Academy and conducts entry-level Special Agent training, a representative of the ~~Association~~ Union, accompanied by a representative of the Executive Director of the FDLE, "Executive Director", will be permitted to address each entry-level Special Agent class during class time to provide each recruit a copy of the current Special Agent Unit Agreement and to discuss the provisions of that Agreement. This presentation will not last longer than 30 minutes unless a longer period is agreed to by the ~~Association~~ Union and the agency, and may be made only once per class at a time mutually selected in advance by the Union, the representative of the Executive Director, and the Special Agent Unit Head or designee.

It is understood by the parties that the ~~Association~~ Union will not use this time to solicit new members. Any violation of this provision may result in the revocation of this section of the Agreement.

## **SECTION 5 – Consultation**

(A) Upon request by the designated ~~Association~~ Union Staff Representative, the Secretary of the DMS and/or designated representative(s) shall make a good faith effort to meet and consult on a quarterly basis with three ~~Association~~ Union representatives. Such meetings shall be held at a time and place designated by the DMS.

(B) Upon request by the designated ~~Association~~ Union Staff Representative, but not more often than once in each calendar month, the Executive Director and/or designated representatives shall meet and consult with not more than two ~~Association~~ Union representatives from the agency and the ~~Association~~ Union Staff Representative. Such meetings shall be held at a time and place designated by the Executive Director.

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

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

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

## **SECTION 6 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which any employees are assigned, wall space not to exceed 24 x 36 inches for ~~Association~~ Union -purchased bulletin boards of an equal size. Where the ~~Association~~ Union currently maintains bulletin boards, that practice shall continue.

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

(C) The use of ~~Association~~ Union bulletin board space is limited to the following notices:

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

(D) Notices 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 or have the effect of violating any law, rule, or regulation.

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

(F) A violation of these provisions by a ~~Association~~ Union authorized representative shall be a basis for removal of bulletin board privileges by the DMS.

## **SECTION 7 – Employee Lists**

(A) Upon request of the ~~Association~~ Union on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the ~~Association~~ Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state's policy to protect employee data exempt from public access under the provisions of section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The ~~Association~~ Union agrees, therefore, that these exempt data are provided for the sole and exclusive use of the ~~Association~~ Union in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than ~~Association~~ Union business.

(C) When an employee resigns, is terminated, retires normally, is retired by disability,

or is transferred, promoted, or demoted out of the bargaining unit, the state shall promptly notify the ~~Association~~ Union.

## **SECTION 8 – Occupation Profiles and Rules**

(A) The state will maintain on the DMS' website the occupation profiles and the Rules of the State Personnel System.

(B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the DMS shall notify the ~~Association~~ Union in writing of the proposed changes. This procedure shall not constitute a waiver of the ~~Association~~ Union's right to bargain over such matters in accordance with Chapter 447, Part II, F.S., and applicable law. The ~~Association~~ Union shall notify the DMS in writing within seven calendar days of its receipt of written notification, of its comments concerning the proposed change(s), or its desire to discuss the proposed change(s). Failure of the ~~Association~~ Union to notify the DMS within the specified period shall constitute a waiver of the right to discuss the change(s).

## **SECTION 9 – Negotiations**

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

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

(C) The selection of an employee shall not unduly hamper the operations of the work unit.

## **SECTION 10 – Change to Policies**



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

(B) After notice, the ~~Association~~ Union may consult with the agency on a change to a mandatory subject of bargaining, provided that the Union makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the DMS to bargain over the proposed change.

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

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

## **Article 6 GRIEVANCE PROCEDURE**

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

### **SECTION 1 – Definitions**

As used in this Article:

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

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

(C) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, F.S., holiday observed by the Associate pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of Department of Management Services or any agency employing

bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e), F.A.C.

## **SECTION 2 – Election of Remedy and Representation**

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

(B) A grievant who decides to use this Grievance Procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether he shall be represented by the ~~Association~~ Union. When the grievant has elected ~~Association~~ Union representation, both the grievant and the ~~Association~~ Union Grievance 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 grievant and the ~~Association~~ Union Grievance Representative, and any decision agreed to by the state and the ~~Association~~ Union shall be binding on the grievant.

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

## **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances may be filed by hand-delivery, mail (including email), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day. ~~and responded to by facsimile, electronic mail, mail, or personal delivery.~~

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

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

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

~~(C) Except for suspensions, 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. The employee shall notice the Agency Head or designated representative, in writing, of his intention to grieve, or appeal a suspension to the PERC, within ten days of the receipt of the final notice from the agency. Suspensions shall not be imposed until the final disposition of a grievance or appeal, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee's failure to notify the agency of his intention to grieve or appeal shall permit the agency to proceed with the suspension.~~

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

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

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

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

**(1) Step 1**

(a) ~~An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, file a written grievance at Step 1. In filing a grievance at Step 1, the grievant or designated representative shall submit to the Step 1~~

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

~~(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the Association Grievance Representative, if any, within 10 days following receipt of the written grievance. The Step 1 Management Representative or designee shall communicate a decision in writing to the grievant and to the FOP Grievance Representative, if any, within 15 days following receipt of the written grievance. If the 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 grievant or designated representative may submit the grievance in writing, on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designated representative within 10-15 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1. The Agency Head or designated representative may meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance. The grievance form must contain the same information as the grievance filed at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written response and documents in support of the grievance.~~

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

~~(c) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the PBA FOP representative, or the grievant or grievant's representative, if not represented by PBA FOP, may appeal the grievance to arbitration as provided in Article 6, Section 3(G)(4), below, within 15 days after receipt of the Step 2 decision.~~

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or designated representative may appeal the grievance by submitting it in writing on the appropriate form as contained in Appendix B of this Agreement, to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950, or by email to: Step3Grievances@dms.myflorida.com ~~DMS~~ within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. ~~When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.~~

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

**~~(4) — Grievance Mediation~~**

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

**~~(54) Step 4—Arbitration~~**

(a) Arbitration Filing.

1. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance

procedure, together with the written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the PBA FOP may appeal the grievance to arbitration within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the PBA FOP may appeal the grievance to arbitration within 15 days following receipt of the decision at Step 3.

(b) Grievance Mediation

1. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. The Arbitration Coordinator will notify the parties and the arbitrator of the next arbitrator in rotation as provided in (4)(c), below. The arbitrator will then schedule a hearing date with the parties, with notice to the Arbitration Coordinator. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

2. If the mediation is unsuccessful in resolving the grievance, the PBA FOP will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the PBA FOP chooses to arbitrate the grievance, the parties will proceed to the scheduled arbitration, or to a rescheduled hearing if necessitated by the period needed to conduct the mediation. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

~~(a) — If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3) above, is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the grievant because he was not a dues paying member of the~~

~~Association, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be submitted to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. An appeal may also be transmitted by personal service or facsimile; or via email to: [arbitration.coordinator@dms.myflorida.com](mailto:arbitration.coordinator@dms.myflorida.com).~~

(bc) Arbitration Process

1. ~~The arbitrator shall be one person from a panel of at least six permanent arbitrators, selected by the state and the Association Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location. The Department of Management Services will contract with panel members chosen by the parties for a term of two years or as otherwise agreed by the parties. The Department and FOP shall review panel membership no less than five months prior to the end of the panel members' contracts, indicate in writing which members, if any, are not to be continued, and propose new panel members if necessary. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the FOP representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. If the grievant is not represented by the FOP, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 30 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee.~~

2. ~~At least 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.~~

~~(e)3.~~ The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. The Department of Management Services' Arbitration Coordinator shall notify the agency representative, the FOP representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in

accordance with the provisions of the Agreement. If the arbitrator initially selected is not available to schedule within the five months period, the parties may request that the Arbitration Coordinator provide them with the names of succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

~~(d)4.~~ Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the arbitrator appointed under (4)(c) above, with notice to the Arbitration Coordinator, within 30 days of the filing of the Request for Arbitration, that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. If the appointed arbitrator can meet the requirements of this expedited process (i.e., being available to schedule a hearing within 30 days of being chosen, limiting the hearing to one day, and issuing a decision within 15 days of the hearing) the appointed arbitrator will schedule and conduct the hearing. If the arbitrator cannot schedule on this expedited basis, the Arbitration Coordinator will provide the parties with the name of the next arbitrator in rotation. The hearing may be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee, the fees and expenses of the arbitrator shall be borne by the party losing the arbitrability issue. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (4)(c) of this Article to conduct a hearing on the substantive issue(s). ~~an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(b) of this Article to conduct a hearing on the substantive issue(s).~~

~~(e) — Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five month deadline. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee;~~



~~however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.~~

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

~~(g)~~5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the PBA FOP, 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:

1a. The arbitrator shall ~~issue~~transmit a decision to the parties, with a copy to the Arbitration Coordinator, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

3c. 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.

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

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

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

6f. The arbitrator's award may include back pay to the

grievant(s); however, the following limitations shall apply to such monetary awards:

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

bii. If the ~~Association~~ Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in ~~(6c)~~(e3), above, whichever is later, and the rescheduled date.

~~(h)~~6. The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. The arbitrator shall submit his fee and expense statement to the parties, with a copy to the Arbitration Coordinator for processing in accordance with the provisions of this article and the arbitrator's contract.

~~(i)~~7. A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter, unless the other party orders a transcript, in which case the appearance fee shall be split between the parties. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript ~~and provide a photocopy to the arbitrator~~. If the arbitrator orders a copy of the transcript, the arbitrator shall pay for the cost of the copy of the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with (6), above. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

~~(j)~~8. The ~~Association~~ Union will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 – Time Limits**

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

~~(A) Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.~~

~~(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association by the written, agreed to deadline does not alter the time limits for appealing the grievance to the next 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 mutual agreement.

(~~D~~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 ~~Association~~ Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a government board or agency, or a court proceeding, brought by an employee or group of employees, or by the ~~Association~~ Union.

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

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

(2) If the grievance arises from an agency action listed in Article 7(2)(D) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance.

(3) The ~~Association~~ Union 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 ~~Association~~ Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. ~~The class action~~ The FOP shall identify on the grievance form ~~shall identify~~ the specific group (i.e., employees' job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B, within 15 days following the occurrence of the event giving rise to the grievance.

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

## **SECTION 6 – Expedited Arbitration**

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

(B) Expedited Arbitration Rules:

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

(2) The arbitration shall be scheduled in accordance with the procedures described in section 3(G)(4)(c), above, except that the arbitrator is to be available to meet the requirements of the expedited procedures provided in (3), below. ~~The arbitrator is designated by rotation from the list of permanent arbitrators.~~

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of Section 3(G)(~~6~~4) of this procedure shall be applicable.

## **Article 7**

### **INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION**

#### **SECTION 1 – Internal Investigations**

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.

(B) When an allegation is made against an employee, the state will make every

reasonable effort to ensure that the allegation and related statements are reduced to writing, under oath, and signed. An internal investigation may be opened on the basis of an anonymous or unwritten complaint if, following a preliminary review of the allegations, the agency determines there is a reasonable basis to initiate the investigation.

(C) An employee while under investigation and subject to interrogation by members of the FDLE for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by sections 112.532 and 112.533, F.S. Failure of the Department to comply with sections 112.532 and 112.533, F.S., shall be subject to the grievance procedure Article 6, but only through Step 3.

(D) In cases where the FDLE determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave pending investigation. Such leave shall be in accordance with Rule 60L-34, Florida Administrative Code (F.A.C.).

(E) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

(F) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this section shall obligate the state to violate or act in a manner contrary to Chapter 119, F.S.

(G) The state shall ensure that persons who investigate charges against law enforcement employees are aware of, and in good faith abide by, the requirements of sections 112.532 and 112.533, F.S.

## **SECTION 2 – Disciplinary Action**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause. Cause shall include, but is not limited to poor performance, negligence, inefficiency, or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime. The Agency Head shall ensure that all employees of the agency have reasonable access to the agency's personnel manual.

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

(C) The agency may have special compensatory leave or annual leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave or annual leave deducted, which preference shall be taken into consideration by the agency in making its decision. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(D) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, suspension, demotion, or dismissal to the PERC under the provisions of section 110.227(5) and (6), F.S. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement.

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

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

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

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

(I) An oral reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding 12 months from the date of issuance, and a written reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding 24 months from the date of issuance, and further provided that the oral or written reprimands were not for a major offense which could have resulted in the employee's dismissal.

## **Article 8 WORKFORCE REDUCTION**

### **SECTION 1 – Layoffs**

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

(A) The competitive area for the bargaining unit shall be statewide unless the DMS and ~~Association~~ Union agree otherwise.

(B) Layoff shall be by class or occupational level within the Special Agent unit.

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

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

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

(1) Length-of-service retention points shall be based on one point for each month of continuous service in a Career Service position based on the five years immediately prior to the agency's established cutoff date for the determining layoff.

(a) 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 if such break is not in excess of 31 calendar days.

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

(c) 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 between services is more than 31 days. Only the time spent in Career Service is counted in calculating retention points.

(2) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted from the length of service points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.

(F) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), F.S., shall have 15 percent added to

their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), F.S., shall have ten percent added to their total retention points, and those eligible pursuant to section 295.071(1)(f), or (g), F.S., shall have five percent added to their total retention points.

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

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

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

- (1) The employee with the longest service in the affected class.
- (2) The employee with the longest continuous service in the Career Service.
- (3) The employee who is entitled to veterans' preference pursuant to section 295.07(1), F.S.

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

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

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

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

## **SECTION 2 – Recall**



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

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

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

### **SECTION 3 – Retirement Benefits**

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

### **SECTION 4 – Job Security**

(A) The state shall make a reasonable effort to notify the ~~Association~~ Union at least 30 days in advance of classes within the bargaining unit that will be involved in a layoff. Prior to the actual layoff, the state will meet with the ~~Association~~ Union to discuss the effect of the layoff on employees.

(B) At least 30 days prior to effecting a planned organizational change that will result in the movement of positions out of the bargaining unit, or the demotion of employees, the agency will notify the DMS of the changes. If the DMS determines that employees are impacted by the changes, it will notify the ~~Association~~ Union pursuant to Chapter 447, F.S.

### **SECTION 5 – Grievability**

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

## **Article 9      2020 Legislative Impasse Resolution** **LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION**

It is the intent of the state and the ~~Association~~ Union that the minimum initial service

obligation for employees shall be 24 months from the employee's hire date as a special agent. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request lateral action, transfer, or change in duty station, in accordance with the provisions of this Article; however, the state retains the right to determine the nature and location of work assignments based upon staffing needs.

## **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 that is designated as an employee’s official headquarters.

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

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

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

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

## **SECTION 2 – Procedures and Exceptions – Voluntary Lateral Action, Transfer, Change in Duty Station**

(A) An employee who has completed the 24-month minimum initial service obligation ~~in his initial job assignment~~ may apply for a lateral action, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate the county(ies) and/or duty station to which the employee would like to be assigned.

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All request forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested assignment. The employee shall provide a copy of the request to the ~~Association~~ Union at the time it is filed with the agency.

(D) Except where a position is filled by demotion, the management representative having hiring authority for the position shall give first consideration to those employees who have submitted a request form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

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

(F) If the employee with the greatest length of service in the broadband level is not selected for the position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision with a copy to the ~~Association~~ Union. Except where agreed otherwise by the ~~Association~~ Union and the agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been appointed pursuant to a Request filed under this Article, all other pending requests shall be canceled and the employee will not be eligible to file another request under this Article for a period of 12 months following the employee's appointment. If an employee declines an offer pursuant to a request filed under this Article, the employee will not be eligible for consideration for assignment to the specific broadband level, county(ies), and/or duty station declined for a period of 12 months.

(H) The 24-month minimum initial service obligation ~~for an initial appointment~~ shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or designee.

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

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

(B) Nothing contained in this Agreement shall be construed to prevent the FDLE, at its discretion, from effecting the involuntary lateral action, transfer, or change in duty station of an employee, at any time, according to the needs of the agency or as authorized by section 110.205(3), F.S. However, it is understood that the agency will make a good faith effort not to effect an involuntary lateral action, transfer, or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering Request Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, an employee involuntarily transferred will be permitted 90 days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Lateral actions, transfers, and changes in duty station shall not be utilized as disciplinary sanctions.

#### **SECTION 4 – Notice**

(A) An employee shall be given a minimum of 14 calendar days' notice prior to FDLE effecting any lateral action, and 30 calendar days' notice prior to FDLE effecting a transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the state from effecting the involuntary lateral action, transfer, or change in duty station of an employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

(C) When the agency establishes a new position within a broadband level, it shall notice all employees of the duties, responsibilities, and qualifications of the position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

#### **SECTION 5 – Appointment to Special Agent**

The state and the ~~Association~~ Union agree that appointment to Special Agent is to be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing additional training required by the agency prior to such appointment. The parties agree that the provisions of the Rules of the State Personnel System will be followed when making such appointments.

#### **SECTION 6 – Status**

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position.

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

### **SECTION 7 – Relocation Allowance**

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

### **SECTION 8 – Grievability**

(A) An employee complaint concerning the administration of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

(B) An employee complaint concerning the administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by section 110.205(3), F.S., shall not be subject to the grievance procedure.

## **Article 10 GROOMING**

The parties agree that the agency shall have the right to set reasonable and professional grooming standards for its employees. The agency and state agree to consult with the ~~Association~~ Union in the development of said grooming standards.

## **Article 11 CLASSIFICATION REVIEW**

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

(B) When an employee alleges that he is being regularly required to perform duties ~~which are~~ which are not included in the employee's position description of his position, and the employee

alleges that the duties assigned are not included in the occupation profile to which his position is allocated, the employee may request in writing that the Executive Director review the duties assigned to the employee's position. The Executive Director or designee shall review the duties as requested and provide the. ~~The employee~~ with a written response within 30 days of the request. ~~will receive a copy of the decision.~~

(C) If the response 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. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

~~(CD)~~ If the decision is that the employee is properly classified and the employee is not satisfied with the decision, he may the employee, with or without representation, may submit a written request in writing within 30 days of receipt of the Executive Director's decision, for a review of the response by the Secretary of the Department of Management Services (DMS) or designee. The employee shall include with their request, a copy of the decision received by the employee under (B) above, along with any other information the employee may have relative to the matter. The request and related documents should be submitted by personal delivery or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 35, Section 2 of this Agreement. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written response within 60 days of receipt of the request. The written response review will be conducted in accordance with Chapter 110, F.S. The written decision of the Secretary of Department of Management Services or designee shall be final and binding on all parties.

## **Article 12 PERSONNEL RECORDS**

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form.

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

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

(D) Where the Executive Director or designee, the PERC Employees Relations

Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, such document shall be placed in an envelope together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action is "VOID".

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

**Article 13**  
**SAFETY**

***2020 Legislative Resolution***

**SECTION 1 – Vehicle Safety**

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

**SECTION 2 – Firearms Safety**

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

**SECTION 3 – Safety Committee**

At the request of the Union, the Agency may form a Safety Committee. The Committee will be comprised of an equal number of Association Union and FDLE representatives. The Committee may meet at the request of the Association Union or FDLE, but not more than quarterly. The Committee may recommend to the Commissioner minimum safety standards for equipment and vehicles. Purchases of equipment or services based on the Committee's recommendations are to be consistent with Chapter 287, Florida Statutes, governing the procurement of goods and services, as well as with other relevant statutes, rules, and policies.

If a Committee meeting is held or requires reasonable travel time during the regular work hours –of an Association Union representative, such hours shall be deemed time worked. An Association Union representative's time worked for the purpose of participation in a meeting shall not exceed a total of eight hours per meeting. Attendance at a Committee meeting outside of a representative's regular work hours shall not be deemed time worked. ~~Where the agency has a Safety Committee, the Association will name one employee to serve on such committee. Where~~

~~such a committee has not been established, the state will consider establishment of one in each employee location. Time spent in attendance and travel to such committee meetings shall be time worked. However, the~~ An Association Union representative's ~~employee's~~ attendance shall not unduly hamper the operations of the employee's representative's work unit.

## **Article 14**

### **PERFORMANCE REVIEW**

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

(B) The parties agree that management is required to establish squad-level numerical arrest and other case-related goals in accordance with legislative direction associated with performance-based budgeting. Such goals may be considered for the evaluation of individual performance; however, the primary factor in such evaluation shall be the employee's performance of assigned duties and responsibilities.

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

(D) An employee who has attained permanent status in his current position shall not be disciplined for poor performance unless the employee has been counseled about the poor performance and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Employees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

## **Article 15**

### **SENIORITY**

#### **SECTION 1 – Definition**

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

#### **SECTION 2 – Seniority Application**



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

### **SECTION 3 – Vacation and Holiday Leave**

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

## **Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT**

### **SECTION 1 – Outside Employment – Non-Police Employment**

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

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of state government, the employee shall notify the Executive Director, or designee, of such employment, prior to date of employment, who shall verify that such non-police employment does not conflict with the employee's state employment, or with the employing agency's procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of an employee's outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

### **SECTION 2 – Outside Employment – Police Employment**

(A) An employee who wishes to perform police employment outside of state government shall secure the required approval in advance in accordance with Rule 60L-32, F.A.C., and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment or with the employing agency's procedures limiting such outside employment.

(B) During the course of the employee's outside employment, the agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a state law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty police employment, provided the off-duty employment is within 50 miles of the employee's city of assignment, and the official car directly facilitates the performance of the off-duty employment. Use of the official car that necessitates travel beyond 50 miles of the employee's city of assignment will require prior written approval by either the employee's Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
- (2) It does not interfere with the employee's primary duties as a state law enforcement officer;
- (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
- (4) Such employment does not carry the employee outside the state; and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to ~~64~~72 hours per week of on-duty and off-duty approved work. Employees may work in excess of ~~64~~72 hours per week with the approval of the Regional Director.

(E) When required by the agency, employees who are utilizing state equipment while performing police employment outside of state employment shall be responsible for all insurance relative to such outside employment, including workers' compensation and liability insurance.

### **SECTION 3 – Reimbursement of Costs**

All mileage placed on a state automobile in off-duty police employment shall be paid by the employee at the mileage rate established in section 112.061, F.S.

## **Article 17 DEPARTMENT VEHICLES**

The agency may provide each employee with an unmarked vehicle for work use. Employees will reside within 50 miles of their assigned office.

An employee currently residing outside of the 50-mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 50-mile rule, unless the agency grants the employee a waiver of the rule.

**Article 18**  
**LEAVE**

The attendance and leave provisions as contained in Rule 60L-34, F.A.C., of the Rules of the State Personnel System shall apply to all employees, except as noted in the Agreement.

**Article 19**  
**PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT**

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

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his watch, prescription glasses, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality as described in this Article; provided, however, that:

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

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

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

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

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

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

Watch - \$75

Prescription glasses - \$300 (including any required examination)

Other Items - the Executive Director or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$600.

## **Article 20 EDUCATIONAL ASSISTANCE PLAN**

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

## **Article 21     *2020 Legislative Impasse Resolution* COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER LEVEL POSITION**

### **SECTION 1 – Eligibility**

Each time an employee is officially designated by the appropriate supervisor to act in an established position in a higher broadband level than the employee's current broadband level, and performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with Rule 60L-32, F.A.C., effective the first day of performing such duties.

### **SECTION 2 – Method of Compensation**

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

### **SECTION 3 – Return to Regular Rate**

Employees being paid at a higher rate while temporarily performing the duties of a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary special duty in the higher broadband level ends.

## **Article 22 JOB-CONNECTED DISABILITY**

### **SECTION 1 – Disability Leave with Pay**

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

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

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

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

(D) Any claim by an employee or the ~~Association-Union~~ concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

## **SECTION 2 – Alternate Duty**

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

(B) Where an employee is temporarily unable to perform his normal work duties, but is given a reasonable prognosis to return to full duty within the near future, the Executive Director or designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(C) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Executive Director or designee shall attempt to reasonably

accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions.

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

## **Article 23 WORKDAY, WORKWEEK AND OVERTIME**

### **SECTION 1 – Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, F.A.C.; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a 40-hour workweek while so assigned. The state and the ~~Association~~ Union will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

(C) The ~~Association~~ Union agrees to support those changes in Rule 60L-34, F.A.C., that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

## **SECTION 2 – Workday**

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

(B) Where 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-hour increments, provided this can be done prior to the end of the extended work period.

## **SECTION 3 – Rest Periods**

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

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

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

## **SECTION 4 – Sick Leave Pool and Sick Leave Transfer**

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency’s existing sick leave pool and sick leave transfer plan.

## **SECTION 5 – Special Compensatory Leave**

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

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

(2) If the employee fails to use the earned special compensatory leave during

the 60-day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

## **Article 24      2020 Legislative Impasse Resolution** **ON-CALL, CALL-BACK and COURT APPEARANCES**

### **SECTION 1 – On-Call**

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar (\$1.00) per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee's paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L32.0012(2)(b), F.A.C.

### **SECTION 2 – Call-Back**

An employee called out to work at a time not contiguous with the employee's scheduled hours of work shall be credited for actual time worked or a minimum of four hours, whichever is greater.

### **SECTION 3 – Court Appearances**

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



**Article 25      2020 Legislative Impasse Resolution**  
**WAGES**

**SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations Act.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, and contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

**SECTION 3 – Cash Payout of Annual Leave**

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

**SECTION 4 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

**SECTION 5 – Competitive Pay Adjustments**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, effective October 1, 2020, all eligible employees shall receive a pay adjustment of 3.0 percent (3%) based on the employees' September 30, 2020, base rate of pay. The minimum annual increase shall be \$1,000.

**Article 26      2020 Legislative Impasse Resolution**  
**EQUIPMENT AND SERVICE AWARDS**

**SECTION 1 – Accessories and Equipment**

Accessories and equipment will include the following minimum requirements:

(A) A service weapon gun belt, holster and accessories as appropriate for the employees.

(B) Spare ammunition, and an appropriate case.

(C) Where hand-held radios are provided, they will be suitable for law enforcement use.

(D) The agency shall provide bulletproof vests to employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest as expressed by the manufacturer at the time of purchase.

(E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.

(F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

## **SECTION 2 – Clothing Allowance**

Employees shall receive a clothing allowance in the amount of \$500.00 annually.

## **SECTION 3 – Award**

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" as provided in section 112.193, F.S., if one of the following conditions is met:

(A) The employee has 10 or more years of service as a sworn law enforcement officer for the State of Florida, including a minimum of 5 years of service in law enforcement at the agency; or

(B) After having completed the required probationary period, the employee separates from service at the agency due to a service-connected disability.

## **SECTION 4 – Award Program**

The state agrees to promote a program of recognition awards for employees that shall include:

(A) Upon promotion, a framed certificate certifying the promotion.

- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.
- (D) Upon normal retirement, an identification card and badge.

**Article 27** *2020 Legislative Resolution*  
**INSURANCE BENEFITS**

**SECTION 1 – State Employees Group Insurance Program**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2020-2021.

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

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

**Article 28**  
**TRAVEL EXPENSES**

**SECTION 1 – Payment of Travel Vouchers**

~~With the prior approval of the Executive Director, t~~Travel expenses of employees incurred ~~in the performance of a public purpose authorized by law will~~ shall be paid ~~in accordance with~~ for authorized travel on state business in the manner and amounts as provided in section 112.061, F.S. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the ~~local official~~ person or office designated by management the agency to receive such vouchers.

**SECTION 2 – Emergency Travel**

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

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

### **SECTION 3 – Mileage Allowance**

The state agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately owned vehicles for official travel at the rate of 44.5 cents per mile.

### **Article 29 DRUG TESTING**

(A) The state and the ~~Association~~ Union agree to drug testing of employees in accordance with section 112.0455, F.S., the Drug-Free Workplace Act.

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

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

### **Article 30 NO STRIKE**

### **SECTION 1 – No Strike Agreement**

Neither the ~~Association~~ Union nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in section 447.203(6), F.S.

### **SECTION 2 – Penalty**

An employee who violates any provision of this law prohibiting strikes or of this Article

will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the state shall not be subject to the grievance procedure established herein.

### **Article 31**

#### **STATE PERSONNEL SYSTEM RULES**

The DMS will notify the ~~Association~~ Union in writing of proposed revisions to the Rules of the State Personnel System. The ~~Association~~ Union may then request consultation or negotiations regarding the proposed rule revisions.

### **Article 32**

#### **MANAGEMENT RIGHTS**

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

### **Article 33**

#### **ENTIRE AGREEMENT**

#### **SECTION 1 – Agreement**

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The state maintains the right to make changes to rules, policies, or practices during the term of this Agreement unless such action will be in direct conflict with the terms and conditions of this Agreement.

The state and the ~~Association~~ Union, 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 ~~Association~~ Union is specifically authorized by employees to enter into the settlement of grievance disputes or memoranda of understanding that clarify or amend this Agreement, without having to be ratified by employees.

### **Article 34 SAVINGS CLAUSE**

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

### **Article 35 DURATION**

#### **SECTION 1 – Term**

This Agreement shall remain in full force and effect through the 30th day of June ~~2020~~2023, ~~and during the period of negotiation, whichever is later. The Agreement may be extended in the manner set forth in the following paragraph.~~ The State and the ~~Association~~ Union agree that Article 25 – Wages, Article 27 – Insurance Benefits, and any other three (3) articles within the Agreement that either party desires to reopen, shall be subject to negotiations for the Fiscal Year ~~2018-2019~~2021-2022 and ~~the Fiscal Year 2019-2020~~ 2022-2023.

In the event that the state and the ~~Association~~ Union fail to secure a successor (or reopener) Agreement prior to the expiration date of this Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor ~~the parties may agree in writing to extend this Agreement for any period.~~

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

#### **SECTION 2 – Notices**

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

(B) Notices thereunder shall be given by email or U.S. mail, return receipt requested, and if by the state shall be addressed to the Florida State Lodge Fraternal Order of Police, Inc. at 155 Bartram Market Drive, Suite 135, PMB 401, Saint Johns, Florida, 32259; and if by the ~~PBA~~ FOP shall be addressed to the Chief Labor Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

### **SECTION 3 – Emergencies**

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

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**APPENDIX A**  
**SPECIAL AGENT UNIT DESCRIPTION**  
**CBU CODE 10**

| <b>Class Code</b> | <b>Class Title</b>    | <b>Broadband Code</b> | <b>Occupation</b>                     |
|-------------------|-----------------------|-----------------------|---------------------------------------|
| 8580              | SPECIAL AGENT TRAINEE | 33-3021-03            | DETECTIVES AND CRIMINAL INVESTIGATORS |
| 8581              | SPECIAL AGENT         | 33-3021-05            | DETECTIVES AND CRIMINAL INVESTIGATORS |



## APPENDIX B

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

RQ

STATE OF FLORIDA

COLLECTIVE BARGAINING UNITS

### GRIEVANCE FORM

Employee's Name \_\_\_\_\_ Class Title \_\_\_\_\_  
Business Address \_\_\_\_\_ Department or Agency \_\_\_\_\_  
Division or District \_\_\_\_\_ Business Telephone \_\_\_\_\_  
Bureau or Unit \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Bargaining Unit \_\_\_\_\_

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

**DATE ACT OR CONDITION OCCURRED:** \_\_\_\_\_

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

**RELIEF REQUESTED:**

**IF REPRESENTATIVE DESIRED** – Name of Grievance Representative: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

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

**SIGNED** \_\_\_\_\_ **DATE SUBMITTED** \_\_\_\_\_  
Grievance Representative

**SUBMITTED TO:** Name \_\_\_\_\_ **Class Title** \_\_\_\_\_  
(If space is insufficient to write complete information, attach a separate sheet.)

Original to: STATE OFFICIAL - Step 1 2 3\*

Copies to: Representative (if any)

\*Circle appropriate step

Employee

**APPENDIX C**

**REQUEST FOR ARBITRATION**  
**FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,**  
**INC. (FOP)**  
**SPECIAL AGENT BARGAINING UNIT**

The Florida State Lodge Fraternal Order of Police, Inc. ["FOP"], representing employees in the Special Agent 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(s) 1 and/or 2 of the grievance procedure (for disciplinary grievances), or at Step 3 (for contract language disputes), and a copy of the written decision(s) rendered in response to the grievance.

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

Representative's Name: \_\_\_\_\_ Email address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Representative's Signature: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Submitted to Arbitration Coordinator, Department of Management Services: \_\_\_\_\_