AGREEMENT

THE STATE OF FLORIDA

and

THE FLORIDA STATE FIRE SERVICE ASSOCIATION

Fire Service Bargaining Unit

2026-2029 Successor Agreement

Effective _____, 2026 through June 30, 2029

Incorporates 2026 Legislative Impasse Resolution to Articles 11, 23, 24, 25, 26, and 29, and Legislative Resolution to Article 27, effective July 1, 2026

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AGREEMENT

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

PREAMBLE

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

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

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

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

Article 1
RECOGNITION

SECTION 1 – Recognition

The State hereby recognizes FSFSA, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida State Fire Service Association Bargaining Unit.

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

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

Article 2
GENDER REFERENCE

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

Article 3
VACANT

Article 4
NO DISCRIMINATION

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

(A) The State and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

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

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

SECTION 2 – Non-Discrimination Policy – Association Membership

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

Article 5
REPRESENTATION RIGHTS

SECTION 1 – Definitions

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

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

SECTION 2 – Designation of Employee Representatives

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

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

(C) Upon request of an aggrieved employee, or upon filing of a grievance by the FSFSA as an employee organization, an FSFSA Grievance Representative may investigate the grievance and may assist in the grievance presentation, provided it is in his/her existing district. State level representatives may operate statewide; region level representatives may operate region wide.

SECTION 3 – Access

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

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

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

SECTION 4 – Distribution of Literature

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

SECTION 5 – Use of State Facilities for Meetings

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

SECTION 6 – Bulletin Boards

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

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

(1) Recreation and social affairs of FSFSA;

(2) FSFSA meetings;

(3) FSFSA elections;

(4) Reports of FSFSA committees;

(5) FSFSA benefit programs;

(6) Current FSFSA contract;

(7) Training and educational opportunities; and

(8) Other materials pertaining to the welfare of FSFSA members with agency approval and such approval shall not be unreasonably denied,

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

(10) Notices of wage increases for covered employees.

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

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

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

SECTION 7 – Use of State Phones

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

SECTION 8 – Consultations

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

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

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

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

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

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

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

SECTION 9 – Negotiations

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

(B) The FSFSA may designate up to six (6) employees within the unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on the participant's scheduled workdays immediately preceding or following a day of negotiation, employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours

worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

SECTION 10 – Access to Basic Fire Control Training Class

When the Florida Forest Service (FFS) conducts a Basic Fire Control Training course, the FSFSA will be permitted a 60-minute presentation during scheduled class time to address participants regarding the provisions of the FSFSA Collective Bargaining Agreement and the organization and benefits. Attendance by BFCT participants is voluntary. The FSFSA will not use this time to obtain executed applications for membership or dues deduction. The presentation will be held during the final week of the BFCT course at a date and time specified by the FFS. The FFS will notify the FSFSA at least 14 days in advance of the date and time on which the presentation is scheduled.

SECTION 11 – Notice of Membership Dues Deductions Ending

The Department of Management Services (DMS) will provide the FSFSA with a monthly notice identifying all employees whose membership dues deductions have ended.

Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean business days "Business days" refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, "business days" do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the FSFSA pursuant to a list furnished to the state in writing as of the effective date of this Agreement or day during a suspension of grievance processing as agreed in writing by the parties. "Business days" also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the FSFSA has a grievance that may be processed under this Article which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the grievant or the FSFSA. 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 the initial written step if authorized by the provisions of this Article) whether he shall be represented by the FSFSA. When the grievant has elected FSFSA representation, the grievant and the FSFSA 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 FSFSA Grievance Representative, and any decision agreed to by the state and the FSFSA shall be binding on the grievant.

(C) If the grievant is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Agreement. The FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. 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 FSFSA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the FSFSA.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s).

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

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

(D) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has 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 at arbitration shall not establish a precedent binding on either FSFSA 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 a grievant, a representative of the grievant or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings~~, mediations,~~ or arbitrations 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 FSFSA. All grievance meetings shall be held at times and locations agreed to by the parties. Unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

(G) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), or courier. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

(H) 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) Within 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or designee may meet with the grievant and/or the FSFSA Grievance Representative, or the grievant or representative if not represented by the union and shall communicate a decision in writing to the grievant and his designated representative if any, within 10 days following receipt of the written grievance. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's FSFSA representative may appeal the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 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 Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.

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

(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 FSFSA representative, or the grievant or grievant's representative, if not represented by FSFSA, may appeal the grievance to arbitration as provided in Article 6, Section 3(H)(4)~~(5)~~, below, within 10 days after receipt of the Step 2 decision.

Commented [A2]: Scrivener's Revision. Referenced subsection is renumbered to Section 3(H)(4) due to the removal of Grievance Mediation language below.

(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 the FSFSA Grievance Representative may appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: Step3Grievances@dms.fl.gov ~~Step3Grievances@dms.myflorida.com~~ within 15 days following receipt of the decision at Step 2. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Agreement, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested, and shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documentation in support of the grievance.

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

~~**(4) Grievance Mediation**~~

~~(a) 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. 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.~~

~~(b) If the mediation is unsuccessful in resolving the grievance, the FSFSA 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 FSFSA chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing with the parties, with notice to the Arbitration Coordinator, not later than 60 days from the date the mediation concludes without a resolution of the grievance. 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.~~

~~(5)~~(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.fl.gov; ~~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 FSFSA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2.

3. Contract Language Dispute. If a Contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration within 10 days following receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of at least four arbitrators, selected by the state and the FSFSA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state agency representative, the FSFSA 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 FSFSA, 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 20 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 their 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.

(c) 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

provide the parties 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) 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) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing shall 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 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. 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 Section 3(H)(4)~~(5)~~(b) of this Article to conduct a hearing on the substantive issue(s).

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

1. The arbitrator shall 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.

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

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

determination of the issues submitted.

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

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

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

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

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

1. 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.

2. If the FSFSA 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 (4)~~(5)~~(c), above, whichever is later, and the rescheduled date.

(h) The fees and expenses of the arbitrator shall be borne equally by both 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 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) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. 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 (h), above.

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

SECTION 4 – Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance

within the specified time limits shall permit the grievant or the FSFSA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

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

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

SECTION 5 – Exceptions

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

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

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

(2) If the Grievance arises from an agency action listed in Article 7(B) 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 grievant knew or should have known of the event giving rise to the grievance.

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

Article 7
DISCIPLINARY ACTION

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

(B) Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action. Such disciplinary actions shall be grievable for employees with permanent status in their current position in accordance with the grievance procedure in Article 6.

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

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

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

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

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

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

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

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

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

Article 8
WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When employees, certified pursuant to Chapter 633, Florida Statutes, are to be laid off, the state shall implement such layoff in the following manner:

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

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

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

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

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

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

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

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

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

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

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), Florida Statutes, shall have twenty ~~15~~ percent added to their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), Florida Statutes, shall have fifteen ~~ten~~ percent added to their total retention points, and those eligible pursuant to section 295.07(1)(f) or (g), Florida Statutes, shall have ten ~~five~~ percent added to their total retention points.

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

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

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

(a) The employee with the longest service in the affected broad-band level.

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

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

(10) An employee who has permanent status in his current position and who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks' pay or a combination of days of notice and pay in lieu of the full 14 calendar days' notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days' notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area, in lieu of layoff, to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be affected to a higher broadband level.

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

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

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

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

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

SECTION 2 – Recall

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

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

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

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

SECTION 3 – Job Security

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

Article 9
REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION AND PROMOTION

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

SECTION 1 – Definitions

As used in this Article:

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

(B) "Duty station" shall mean the place that is designated as an employee's official headquarters.

(C) "Broadband level" shall mean all positions which are sufficiently similar in

knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(D) "Reassignment" shall mean the moving of an employee:

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

(3) to a position in a different broadband level having the same maximum salary.

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the Legislature directs otherwise.

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

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

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

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

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

SECTION 2 – Reassignment, Lateral Action, Transfer, Change in Duty Station

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

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests can be filed in June to become

effective on July 1.

(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each request to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, lateral action, transfer, or change in duty station.

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

SECTION 3 - Promotion

To be considered for promotional opportunities, an employee ~~who has attained permanent status in his current position~~ may apply for a promotion by completing the online application process within the People First system at any time during the advertising period. A separate submission must be made for each advertised promotional opportunity. ~~An employee may complete the application process in the People First system at any time during the advertising period. To be considered for promotion, the employee must apply for the advertised promotional opportunity.~~

SECTION 4 - Procedures

(A) 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 or has applied online for the vacancy. The parties agree, however, that other factors, such as the employee's work history and agency needs will 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 vacant position.

(B) If the employee with the greatest length of service in the broadband level is not selected for the vacant 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.

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

(D) If a Florida Forest Service position is not filled by demotion or by an employee with a request form on file, the hiring authority for the position shall give first consideration to Florida Forest Service employees who apply for the position in response to an advertised position. The parties agree, however, that the employee's work history and agency needs will be taken into

consideration when making the hiring decision for the position.

SECTION 5 – Involuntary Reassignment, Lateral Action, Transfer or Change in Duty Station

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

SECTION 6 – Notice

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

SECTION 7 – Relocation Allowance

An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one workday for purposes of relocating his residence. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

SECTION 8 – Promotions Outside the Unit

The hiring authority shall carefully consider employee applicants when filling vacant supervisory positions at the level immediately above bargaining unit positions. The State will make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. However, the most qualified applicant will always be recommended by the hiring authority. This provision is not subject to the Article 6 grievance procedure.

SECTION 9 – Grievability

The provisions of this Article regarding involuntary reassignment, lateral action, transfer, change in duty station, promotion, and promotions outside the unit, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 4(A), and Section 5 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

Article 10
OCCUPATION PROFILES/RULES

SECTION 1 – Occupation Profiles/Rules Maintained

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

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

SECTION 2 – Documentation

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

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

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

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

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Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee's position description and that the duties assigned are not included in the occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties and provide the employee with a written decision within 30 days of the request.

(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. 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.

(C) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency's decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery, by email to classificationactionrequests@dms.myflorida.com, or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 34, Section ~~3~~2 of this Contract. 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 decision within 60 days of receipt of the request. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

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SECTION 2 – Workload Quotas

(A) When an employee alleges that they are being regularly required to carry an inequitable workload quota, the employee may request in writing that the Agency Head or designee review the workload quota assigned to the employee. The Agency Head or designee shall review the workload quota and provide the employee with a written decision within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties.

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

Article 12
PERSONNEL RECORDS

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

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

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

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

Article 13
VACANT

Article 14
STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

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

SECTION 2 – Firefighting Equipment

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

Article 15
PROBATIONARY STATUS

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

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

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

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

Article 16
SENIORITY

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the broadband level; provided, however, that an employee shall forfeit seniority status in the event that the employee is separated from the agency for a period of 31 or more calendar days.

Article 17
VACANT

Article 18
LEAVES OF ABSENCE

SECTION 1 – Leave

The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment, shall apply to all employees.

SECTION 2 – Association Activities

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

SECTION 3 – Personal Holiday

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

Article 19
OUTSIDE EMPLOYMENT

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

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

Article 20
TRAINING AND EDUCATION

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

SECTION 1 – Employee Education

(A) At the discretion of the Agency Head or designee, the state may allow employees to attend short courses, institutes, and workshops which will improve their performance in their

current position, without a loss of pay and benefits.

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

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

SECTION 2 – Employee Training

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

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

SECTION 3 – Educational Assistance Plan

The state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or state ~~community~~ college to full-time employees on a space available basis as authorized by law.

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Article 21
COMMITTEES

SECTION 1 – Safety Committee

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

SECTION 2 – Other Committees

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

Article 22
PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

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

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

1. Watch – $75

2. Prescription glasses – $200 – including any examination

3. Other items – The Agency Head or his/her designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

4. Total allowable per incident – $500

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

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Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for full-time employees, except as noted below, shall be 40 hours consisting of five eight-hour days, or four ten-hour days, or a 28-day, 160-hour period. The normal work period for Department of Children and Families' employees shall be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs' employees shall be a 28-day, 212-hour period.

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

(C) Work beyond the normal workweek shall be administered in accordance with the

provisions of Rule 60L-34, Florida Administrative Code.

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

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

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

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

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

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

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

SECTION 3 – Rest Periods

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

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

SECTION 4 – Disability Leave

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

(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.

(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. The Department will approve such requests which, 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) An agency may request permission from the Department of Management Services to continue an employee in full-pay status on administrative leave, as described in (C), above, who sustains a job-connected disability resulting from an act of violence inflicted by another person while engaged in work duties or from an assault under riot conditions and has exhausted all the employee's accrued leave when such leave usage amounts to fewer than 100 hours.

SECTION 5 – Workday – Work Period

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer. The state will also make a good faith effort to schedule the work of an employee in a manner to minimize the extension of the employee's workday beyond its scheduled hours, recognizing that such extensions may be necessary to address emergencies or to conserve staffing or other resources, as determined by the state.

(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 6 – Special Compensatory Leave

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

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

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) 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.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned on or After November 1, 2019.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2019, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2019, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)(1) and (C)(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing

Commented [A7]: Scrivener's Error. Added parentheses to align reference with subsections above.

requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to July 1, 2012, (Leave Type 0055); and

(b) Special compensatory leave credits earned on or after November 1, 2019, that have not yet been paid pursuant to Section 6(C)(3) of this Article.

(2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

(3) Such credits shall be paid at the employee's current regular hourly rate of pay.

(4) Any special compensatory leave hours earned prior to November 1, 2019, that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

2026 Legislative Impasse Resolution
(Status Quo)

Article 24
ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 – On-Call

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

SECTION 2 – On-Call Additive

(A) When approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar ($1.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes, will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee's paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

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

SECTION 3 – Call Back

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

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

SECTION 4 – Residency Requirement

Florida Forest Service employees will reside within a radius of 30 statute miles of their permanent assigned headquarters. However, single engine ~~and multi-engine~~ reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.

Commented [A8]: Technical cleanup. Parties agreed to new Appendix A showing class abolished on 2/1/25.

2026 Legislative Impasse Resolution

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with Section 8 of the General Appropriations Act for Fiscal Year 2026-2027.

SECTION 2 – Pay Additives

The State will administer pay additives to eligible members of the bargaining unit as authorized by section 110.2035(7), Florida Statutes, Rule 60L-32.0012, Florida Administrative Code, and in accordance with Section 8 of the General Appropriations Act for Fiscal Year 2026-2027.

SECTION 3 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2026-2027, 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 performance rating of at least commendable, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Special Pay Adjustment

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2026-2027, effective July 1, 2026, each eligible employee's June 30, 2026, base rate of pay shall be increased by a four percent (4%) special pay adjustment for State Fire Service Employees.

2026 Legislative Impasse Resolution
(Status Quo)

Article 26
UNIFORMS, EQUIPMENT & AWARDS

SECTION 1 – Uniform Allowance

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

SECTION 2 – Equipment

Equipment required as part of the employee's job duties will be provided by the agency for use at no cost to the employee.

(A) Where hand-held radios are provided, they will be suitable for firefighting use.

(B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.

(C) Name tags shall continue to be standard issue per agency policy.

SECTION 3 – Accessories

Employees will be permitted to wear Paramedic, EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

SECTION 4 – Non-Uniformed Employees

All non-uniformed employees shall receive a clothing allowance in the amount of $250.00 annually.

SECTION 5 – Recognition Awards

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

2026 Legislative Resolution

Article 27
INSURANCE BENEFITS

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2026-2027, the benefits and employee share of premiums for the State Group Health Insurance Plans shall remain unchanged for Fiscal Year 2026-2027.

Article 28
TRAVEL EXPENSES

Travel expenses shall be paid for authorized travel on state business in the manner or amounts as provided in section 112.061, Florida Statutes. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the person or office designated by the agency to receive such vouchers.

2026~~5~~ Legislative Impasse Resolution
(Status Quo)

Article 29
HEALTH AND WELFARE

SECTION 1 – Employee Assistance Program

(A) The State and the Union encourage and support the maintenance of an Employee Assistance Program pursuant to section 110.1091, Florida Statutes, through which the state will make psychological and substance abuse counseling, and other consultative services available.

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

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

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

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

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

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

SECTION 3 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

(A) The Florida Forest Service (FFS) and FSFSA agree to a fire fighter health and

physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

(B) **Health Standards**

The FFS Health Standard is required for Special Risk employees hired after January 1, 1993 (Single~~/Multi~~ Engine Reciprocal Pilots hired after October 1, 2001). Medical Examinations shall be in accordance with the National Fire Protection Association's NFPA 1582-2013 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 Edition.

Commented [A9]: Technical cleanup. Parties agreed to new Appendix A showing class abolished 2/1/25.

(1) The employee has the following options for completing the required medical examination:

(a) Evaluation of pulmonary function and resting blood pressure performed by an FFS approved local provider on an annual basis.

(b) Comprehensive medical examination completed by the FFS approved State provider can substitute for the pulmonary function and resting blood pressure evaluation required in (a) for up to twenty-four (24) months.

NOTE: For required medical evaluations, FFS will only be provided the results of the pulmonary function and resting blood pressure evaluations.

(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician's statement clearing them to return to full duty or work in a modified duty capacity. Any employee who chooses option (1)(b) above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)(a) above the following year.

(C) **Fitness Standards**

(1) The FFS Fitness Standard is required annually for Special Risk employees hired after January 1, 1993 (Single~~/Multi~~ Engine Reciprocal Pilots hired after October 1, 2001) and those employees are required to meet these standards to maintain their employment.

Commented [A10]: Technical cleanup. Parties agreed to new Appendix A showing class abolished 2/1/25.

(2) The FFS fitness standard is the national "Light" Work Capacity Test (WCT), referred to as the light capacity test: 1 mile in 16 minutes, no weight vest.

(D) **Fitness Testing**

(1) Fitness Testing will be conducted by a fitness technician who has been selected and approved by the FFS.

(2) **Annual Fitness Testing**

Commented [A11]: Technical cleanup to alphanumeric formatting of subsection (D)(2).

~~(a)~~ Any individual required to pass the Annual Fitness Test as a condition of employment, who begins the test but does not meet the standard for any reason has failed. In this event, the following is required:

~~1.~~(a) Notification of the failure should be made to the individual by a

supervisor within 24 hours that outlines the steps / requirements for the situation.

~~2.~~(b) Employees who fail the Annual Fitness Test will not be allowed to participate in fire related activities including active suppression of wildfires (i.e. dozer, engines, hand tools, water drops, etc.), prescribed fires and any other emergency responses until they retake and pass the Annual Fitness Test.

~~3.~~(c) The employee shall be excluded from participating in on- call duty. On-call duty that does not involve active suppression of wildfires, for example a Fixed Wing Pilot, will be allowed.

~~4.~~(d) The employee shall be excluded from deployments or other assignments.

~~5.~~(e) Upon notice of the initial failed fitness test, the Field Unit Manager will determine if the employee is receiving any type of pay additive, to include Fire Prevention Chair, Fitness Technician, Safety Officer, Training Officer and Basic Fire Control Training cadre member. If the employee is receiving any of these pay additives, the Field Unit Manager will notify the Regional Deputy Chief the employee receives an additive and has failed the Annual Fitness Test. Once received, the Chief of Field Operations, will make the recommendation to the Directors office if the employee loses or continues to receive the pay additive while on modified duty. If removed, it is the discretion of the Field Unit Manager and Chief of Field Operations whether the pay additive will be reinstated upon successfully completing the fitness test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

~~6.~~(f) A memorandum from the manager (or next level supervisor) to the employee must be completed and submitted through the local chain-of-command to the Quality Assurance Coordinator in the Forest Protection Bureau. The memorandum shall serve as a restricted duty letter after a failed fitness test and must be signed by the employee.

~~7.~~(g) The employee will be mandated to participate in the FFS Exercise Program. The employee will be permitted up to six (6) months and two (2) additional attempts, at three (3) month intervals to retake the Annual Fitness Test. The employee may take the Annual Fitness Test prior to the three (3) month timeframe however it will count as their next attempt and the timeframe will be adjusted accordingly (no more than three months between tests). If a physician recommends a modified duty capacity during this time, the failed fitness test process will halt, and the employee will be placed on modified duty in accordance with FFS policy.

~~8.~~(h) Upon being cleared by the physician to return to full duty, the employee will have 30 days to take their next fitness test attempt and the process will be reinstated from that point.

~~9.~~(i) Employees in special risk positions, who have exhausted all attempts to pass the Fitness Test, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

~~10.~~(j) The Florida Forest Service fitness program for Special Risk positions is a crucial program that protects the life and safety of the employee and the public. If the Director of the Florida Forest Service determines that an employee is not maintaining fitness and exhibits two or more consecutive years of failures of the fitness program, the Director may recommend further action, to include fitness for duty testing, reassignment, demotion, or termination.

(E) **Exercise Program**

(1) All Certified Wildland Firefighters will be permitted to exercise up to 45 minutes per day a maximum of three (3) times per week. Exercise time cannot include the first hour or last hour of the scheduled workday; however, it may be combined with one break per day (morning, lunch, or afternoon).

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

(3) This is a requirement for all employees who have not met the fitness standard.

(4) Aerobic and/or strength exercises are authorized.

(5) Team sports are prohibited.

(6) Manager discretion may allow travel to an off-site location; however, the employee must be able to respond back to the site within 15 minutes of notification.

(7) The acquisition of exercise equipment through the FEPP and/or FFP Programs is allowed.

(F) **Health Awareness**

In an effort to promote good health and awareness, the Florida Forest Service will provide each of its employees the opportunity to receive a comprehensive medical review at least once every twenty-four (24) months, at no cost to the employee.

Article 30
REIMBURSEMENTS

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

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

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

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

Article 31
MANAGEMENT RIGHTS

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

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement

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

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

(C) The state and the FSFSA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even

though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

Article 33
SAVINGS CLAUSE

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

Article 34
DURATION

SECTION 1 - Term

~~(A)~~ This Agreement shall remain in full force and effect through the 30th ~~thirtieth~~ day of June 2029~~2023~~. The Agreement may be extended in the manner set forth in the following paragraph. The S~~s~~tate and the Union ~~Association~~ agree that Article 25 – Wages, Article 27 – Insurance Benefits, and any other three (3) articles within this Agreement that either party desires to reopen, shall be subject to reopener negotiations for Fiscal Year 2027-2028 ~~2021-2022~~ and Fiscal Year 2028-2029~~2022-2023~~.

~~(B)~~ In the event that ~~instance where~~ the S~~s~~tate and the Union ~~FSFSA~~ 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.

~~(C) 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 above.~~

SECTION 2 – Termination

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 3~~2~~ – Notices

Notices hereunder shall be given by email or U.S. Mail, return receipt requested, and if by the S~~s~~tate shall be addressed to the Florida State Fire Service Association ~~FSFSA~~ Local S-20 at~~,~~ 2638 Royal Point Drive, Green Cove Springs, Florida, 32043~~, 3433 Lithia Pinecrest Road #347 Valrico, Florida 33594,~~ and if by the Union ~~FSFSA~~ 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.

Commented [A12]: Address change requested by Union in accordance with Article 34, Section 3-Notices.

SECTION 4~~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.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective upon signature of Governor DeSantis.

APPROVED FOR THE FLORIDA STATE FIRE SERVICE ASSOCIATION:

_____ _____
PHILIP DIMARIA Date
PRESIDENT

_____ _____
MARK W. FLOYD Date
CHIEF NEGOTIATOR

RECOMMENDED FOR THE STATE OF FLORIDA:

_____ _____
MICHAEL MATTIMORE Date
CHIEF NEGOTIATOR

_____ _____
TOM BERGER Date
SECRETARY
DEPARTMENT OF MANAGEMENT SERVICES

APPROVED FOR THE STATE OF FLORIDA:

_____ _____
RON DESANTIS Date
GOVERNOR

APPENDIX A

FIRE SERVICE UNIT – CBU Code 11 ~~CLASSES IN THE FLORIDA STATE FIRE SERVICE ASSOCIATION BARGAINING UNIT – CBU 11~~

Occupation	Broadband Code	Class Title	Class Code
COMPLIANCE OFFICERS	13-1041-03	**FIRE PROTECTION SPECIALIST**	8804
FIREFIGHTERS	33-2011-01	**FIREFIGHTER**	6411
FIREFIGHTERS	33-2011-01	**FOREST RANGER**	7609
FIREFIGHTERS	33-2011-02	**SINGLE ENG RECIPROCAL AIRCRFT PILOT-FIRE**	6570
FIREFIGHTERS	33-2011-02	**SENIOR FOREST RANGER**	7610
FIREFIGHTERS	33-2011-03	**FIRE SAFETY PROFESSIONAL**	6410
FIREFIGHTERS	33-2011-03	**FIREFIGHTER ROTORCRAFT PILOT**	6577
FRST-LINE SUPV FIREFIGHT & PREVNT WRKRS	33-1021-02	**FIREFIGHTER SUPERVISOR**	6412
TRAINING AND DEVELOPMENT MANAGERS	11-3131-02	**SPECIALIZED TRAINING ADMIN, PROTECTIVE SVCS**	1369
TEACHERS AND INSTRUCTORS, ALL OTHER	25-3099-03	**FIELD REPR-FIREFIGHTERS STDS & TRNG**	1360

Commented [A13]: Fire Safety Professional (CC 6410) established 8/29/25.

Commented [A14]: Specialized Training Admin, Protective Svcs (CC 1369) established 9/11/25.

REV: 7/01/2026

~~**Class Code Class Title**~~

~~1360 Field Representative Fire Fighter Standards and Training~~
~~1362 Fire College Instructor~~
~~1364 Fire College Instructor Supervisor~~
~~1366 Field Representative Supervisor Fire Fighter Standardsand Training~~
~~6411 Fire Fighter~~
~~6412 Fire Fighter Supervisor~~

Commented [A15]: Fire College Instructor (CC 1362) abolished 8/1/24.

Commented [A16]: Fire College Instructor Supervisor (CC 1364) and Field Representative Supervisor (CC 1366) abolished 4/1/26.

~~6568 Multi-Engine Reciprocal Aircraft Pilot (Department of Agricultureand Consumer Services)~~
~~6570 Single Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services)~~
~~6577 Fire Fighter Rotorcraft Pilot~~
~~7609 Forest Ranger~~
~~7610 Senior Forest Ranger~~
~~8804 Fire Protection Specialist~~

Commented [A17]: Multi-Engine Reciprocal Aircraft Pilot (CC 6568) abolished 2/1/25.

APPENDIX B

OFFICIAL GRIEVANCE FORM

GRIEVANCE STEP # _____ **S-20 DISTRICT #** _____

EMPLOYEE: _____ **DEPARTMENT:** _____

CLASSIFICATION: _____ **WORK LOCATION:** _____

SUPERVISOR: _____ **CLASS TITLE:** _____

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

List contract articles violated and describe specific violations:

_____

_____

Relief required: (e.g., Corrective action and to be made whole)

_____

_____

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

Date: _____ **Signature of Employee:** _____

Union Representative: _____ **Title:** _____

Date: _____ **Signature of Union Representative:** _____

Name of Management Representative: _____ **Title:** _____

Date: _____ **Signature of Management Representative:** _____

Date Grievance Presented or Certified Mail #: _____

FOR GROUP GRIEVANCES ONLY- The Grievance 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):

_____

_____

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

Original to: _____ **Title:** _____

Copy to: _____ **Title:** _____

Copy to Local S-20 Grievance Chair: _____ **Title:** _____

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

APPENDIX C

REQUEST FOR ARBITRATION

FLORIDA STATE FIRE SERVICE ASSOCIATION
FIRE SERVICE BARGAINING UNIT

The Florida State Fire Service Association ["FSFSA"], representing employees in the Fire Service bargaining unit, hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT'S NAME: _____

Attached is a copy of the grievance as it was submitted at Step(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 FSFSA and the following representative to proceed to arbitration with my grievance. I also authorize the FSFSA to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

_____	_____
Representative's Name	Email address
_____	_____
Phone Number	Fax Number
_____	_____
Grievant's Signature	Representative's Signature

FOR GROUP GRIEVANCES ONLY – The FSFSA Grievance 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:

_____