

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY BOCC

AND

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
(IAFF)
LOCAL 2294**

**PARAMEDIC & TELECOMMUNICATOR
UNIT**

October 1, 2018 to September 30, 2021

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ARTICLE 1
PREAMBLE

- 1.1 This bargaining agreement is entered into by and between the Hillsborough County Board of County Commissioners, herein referred to as the Employer, and International Association of Firefighters, Local 2294, herein referred to as the Union.
- 1.2 The intent and purpose of this bargaining agreement is to promote and maintain harmonious relations between the parties hereto; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this agreement; and to set forth the entire agreement between the parties concerning wages, hours, and terms and conditions of employment.
- 1.3 The Union recognizes that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being of the public and their best interest will be served by the assurance of orderly, efficient and uninterrupted operations to the public, at all times.
- 1.4 All references in this contract to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees. References to Employees throughout this agreement means Employees covered by this bargaining agreement.

ARTICLE 2
DURATION OF THE AGREEMENT

- 2.1 This agreement shall be in full force and effect from October 1, 2018 until September 30, 2021.
- 2.2 If either party desires to modify, amend, or terminate this agreement it shall notify the other party in writing by February 1, 2021, of its intention to do so. Failure to notify by February 1, 2021 will automatically extend the provisions and terms of this agreement for the period of one (1) year (October 1, 2021 through September 30, 2022).
- 2.3 Should either party notify the other party of its intent to modify, amend, or terminate this agreement by February 1, 2021, as set forth above, then the parties will commence negotiations for a new agreement by February 15, 2021. The parties will make every effort to conclude negotiations for a successor agreement by June 30, 2021.
- 2.4 This shall not prevent the parties from continuing to negotiate after June 30, 2021, and reaching agreement any time prior to legislative action pursuant to 447.403.
- 2.5 The Employer will authorize a maximum of four (4) designated union representatives to participate in negotiations as the union bargaining team. Negotiations scheduled by mutual agreement on a regularly scheduled workday of a bargaining team member will not result in a loss of pay. This paid time will only be for the duration of negotiations and reasonable travel time to and from the work site.

ARTICLE 3
INTERIM BARGAINING

It is agreed that in the making of this agreement both parties have proposed and negotiated to a conclusion all matters that are subjects of collective bargaining for the duration of this agreement. During the term of this agreement, unless otherwise stated herein, neither party shall be obligated to negotiate upon any matter, whether or not contained in this agreement except by mutual agreement of the parties.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1 It is the right of the Employer to determine unilaterally the purpose of each of the constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. Employer rights will include, but not be limited to, the right of the Employer to direct its Employees; to promote, transfer and assign; to suspend, demote, discharge, or take other disciplinary action for just cause; and take any action necessary in order to maintain the efficiency of Hillsborough County Fire Rescue. The right to make and ensure compliance with reasonable rules and regulations governing the Firefighters shall be a function of the Employer except as such right is relinquished, modified or abridged by this agreement or by law.
- 4.2 The Employer has the right to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work, funds or other legitimate reasons. The Employer has the right to determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. The county agrees not to contract or subcontract jobs that require a Florida State certified firefighter. The Employer has the right to determine the number of Employees to be employed by the county; to establish, change or modify the number, types and grades of positions of Employees assigned to an organization, unit, department, or project; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements, and to establish, implement, and maintain an effective internal security practice.
- 4.3 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the Employer has not officially abridged, delegated, or modified by this agreement are retained by the Employer.
- 4.4 The Hillsborough Board of County Commissioners has the sole authority to determine the purpose and mission of the Board of County Commissioners and the amount of budget to be adopted by the Board of County Commissioners.
- 4.5 If, in the sole discretion of the County Administrator, 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 County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. When such circumstances exist and it becomes necessary for the Employer to declare civil emergency conditions, the Fire Chief, or designee, shall notify the Union or its representatives as soon as possible to avoid the potential for grievances or ULP's.
- 4.6 The Employer has the sole authority to determine the organization of county government and to determine the purpose and mission of the county to prepare and submit budgets to be adopted by the County Commissioners.
- 4.7 Those inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein except insofar as the implementation of managerial policy affects those items expressed in other Articles of this agreement in which event only such effects shall be subject to the grievance procedure contained in this agreement.
- 4.8 Delivery of county services in the most efficient, effective and courteous manner is of paramount importance to the county. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

- 4.9 This provision shall not be construed to constitute a waiver by the Union of any collective bargaining rights it enjoys by virtue of Chapter 447, Florida Statutes.
- 4.10 Any subject matter not addressed in the Collective Bargaining Agreement shall be suitable for discussion during a labor management committee meeting.

ARTICLE 5
PROHIBITION OF STRIKES

- 5.1 "Strike" means the concerted failure to report for duty, the concerted absence of Employees from their positions, the concerted stoppage of work, the concerted use of sick leave, the concerted submission of resignations, picketing in furtherance of work stoppage, the concerted abstinence in whole or in part of any group of Employees from the full and faithful performance of their duties of employment with Hillsborough County, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- 5.2 The Union agrees that during the term of this agreement it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any concerted failure to report for duty, concerted absence of Employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or deliberate and concerted course of conduct which adversely affects the services of the Public Employer, including, but not limited to picketing in furtherance of work stoppage.
- 5.3 Should the Union or Employees covered hereunder within Hillsborough County's Fire Rescue breach this Article, the Union agrees that the county shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the county may recover from the Union or its successor in interest such damages as may be incurred and that the county may take any other action or recourse authorized or available under the law. The Union may grieve disciplinary actions taken against any Employee only with regard to a question of an Employee's participation in any of the above-described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure.
- 5.4 Employees, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public Employees or the Union from participation in a strike against the Employer, by instigating or supporting in any manner, a strike. Any violator of this section shall subject the violator(s) to the penalties as provided for by this agreement, law, and the rules and regulations of the Employer.
- 5.5 Any Employee who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any violations of this Article. Any Employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Collective bargaining Statutes shall, if appointed, re-appointed, employed or re-employed by the county, serve a six (6) month probationary period following the reappointment or re-employment, and the compensation may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

ARTICLE 6
RECOGNITION

- 6.1 The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all matters affecting wages, hours and terms and conditions of employment as provided in Chapter 447, Florida Statutes, for those Employees in the Bargaining Unit as certified by the Public Employees Relations Commission (PERC), Certification No. 1847, issued September 4, 2014. The bargaining unit is comprised as follows:

Included: Digital Communications Dispatcher, Senior Digital Communications Dispatcher, Communications Supervisor, Paramedic, and Rescue Lieutenant.

Excluded: All other Employees.

- 6.2 The following dispatcher positions set forth in certification No. 1847, have been merely retitled as follows: Digital Communications Dispatcher is Telecommunicator, Senior Digital Communications Dispatcher is retitled to Senior Telecommunicator and Communications Supervisor is retitled to Telecommunicator Supervisor.

ARTICLE 7
PAYROLL DEDUCTION OF DUES

(The changes contained within this Article shall become effective upon ratification.)

- 7.1 The Employer agrees to provide two (2) Union payroll deductions concurrent with the Employer payroll period. The first deduction will be for dues and uniform assessments in an amount certified to be the current biweekly rate by the Union Treasurer. The second payroll deduction will be for the discretionary use of the Union in an amount certified to be the biweekly rate by the written authorization of the Union Treasurer. The total amount deducted will be remitted to the Union each payroll period.
- 7.2 The Employer will make no deduction without receiving written authorization from the Employee. Employees must provide written authorization to deduct biweekly dues and/or biweekly discretionary deductions to the Union Treasurer. The Union Treasurer will forward the documentation on to the Human Resources Director, or designee. Employee deductions will commence upon payroll's receipt of written authorization and certification of the amounts from the Union Treasurer. Similarly, the Employees' authorization may be revoked upon written notice to the Union Treasurer from the Employee. The Union Treasurer will forward the documentation on to the Human Resources Director, or designee. Employee deductions will cease upon payroll's receipt of the Employee's revocation. An Employee's written authorization or revocation will include:
- The name of the Union.
 - The Employee's full name, County Employee ID Number, job title and department.
 - A clear indication of which deduction (dues or discretionary) is authorized or revoked.
 - A total amount to be deducted during each biweekly payroll period.
 - The Employee's original signature.
- 7.3 The Employer will strive for accuracy in providing deduction service, but in the final analysis the Union agrees that the claim for and the payment of dues, uniform assessments, and any discretionary money is a matter to be settled between the Union and its members. Any liability for dues deducted by the Employer and paid over to the Union will be borne by the Union and not by the Employer. Therefore, the Union will indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of Union payroll deductions.

ARTICLE 8
NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any Employee for their legal or political activity on behalf of the Employer or any Union; provided the activity is permitted by law and/or not prohibited by the Agreement.

ARTICLE 9A
WAGES

9A.1 General.

- A. On October 1, 2018 (FY 2019), the Paramedics pay plan in EXHIBIT B shall become effective, on October 1, 2019 (FY 2020), the Paramedics pay plan in EXHIBIT C shall become effective. On October 1, 2020 (FY 2021), the Paramedics pay plan in EXHIBIT D shall become effective. The Telecommunicators wage range in EXHIBIT E shall be effective from October 1, 2018 through September 30, 2021.
- B. For all paramedics' classifications, the pay plan is intended to constitute the status quo upon expiration of this Agreement. Annually thereafter, Employees in the paramedic classification shall receive a performance increase of one step, at the beginning of the fiscal quarter in which their Performance Review Date falls, provided the Employee in the paramedic classification has attained an overall rating of successful or better. The performance increase is not to exceed the maximum of the pay-range.

9A.2 FY 2019 Wages.

- A. Paramedics: On October 1, 2018 (FY 2019), all positions will receive a 7.0% market adjustment to base wage for all steps for each respective position as reflected in the pay plan in EXHIBIT B. As a result of the market adjustment, employees shall receive a 7.0% increase to their base wage on October 1, 2018. Employees remain in the same step that the employee occupied on September 30, 2018.
- B. Telecommunicators: The Telecommunicators wage range is set forth in EXHIBIT E which was effective October 1, 2018. On October 2, 2018 all employees hired prior to October 1, 2017 will receive a market adjustment to their pay as follows: Employees hired prior to October 1, 2013 will receive a 7.0% market adjustment to their base wage up to the maximum of the wage range as reflected in EXHIBIT E. Employees hired from October 1, 2013 through September 30, 2015 will receive a 6.0% market adjustment to their base wage up to the maximum of the wage range as reflected in EXHIBIT E. Employees hired from October 1, 2015 through September 30, 2017 will receive a 5.0% market adjustment to their base wage up to the maximum of the wage range as reflected in EXHIBIT E.

9A.3 FY 2020 Wages.

- A. Paramedics: On October 1, 2019 (FY 2020), all positions will receive a 5.0% market adjustment to base wage for all steps for each respective position as reflected in the pay plan in EXHIBIT C. As a result of the market adjustment, employees shall receive a 5.0% increase to their base wage on October 1, 2019. Employees remain in the same step that the employee occupied on September 30, 2019.
- B. Telecommunicators: On October 1, 2019 (FY 2020), all employees will receive a 5.0% market adjustment to their base wage up to the maximum of the wage range as reflected in EXHIBIT E.

9A.4 FY 2021 Wages.

- A. Paramedics: Repositioning. Effective October 1, 2020 (FY 2021), the Employer will "reposition" the Paramedic Employees into the new Step Plan (EXHIBIT D.1R) by placing each employee in the step results in a minimum 3.0% increase over the base wage that existed on September 30, 2020 unless otherwise specified in this agreement. A Paramedic Employee in the top step of a range on September 30, 2020 who receives less than the minimum 3.0% repositioning adjustment will receive the balance of the 3.0% as a one-time lump sum payment unless otherwise specified in this agreement.

- B. Paramedics: Market Adjustment. On October 2, 2020 (FY 2021), all positions will receive a 3.0% market adjustment to base wage for all steps for each respective position as reflected in the pay plan in EXHIBIT D. As a result of the market adjustment, employees shall receive a 3.0% increase to their base wage on October 1, 2020. Employees remain in the same repositioned step. This adjustment will occur concurrently with the repositioning in 9A.4A. EXHIBIT D reflects the 3% market adjustment over the repositioning represented in EXHIBIT D.1R.
- C. Telecommunicators: On October 1, 2020 (FY 2021), all employees will receive a 5.0% market adjustment to their base wage up to the maximum of the wage range as reflected in EXHIBIT E.

9A.5 Performance Review Date Adjustments.

- A. For Employee new hires and Promotions: The Initial Performance Review date will occur one year from the effective date of employment or Promotion.
- B. Upon successful completion of the Employee's Initial New Hire Probation Period or Promotional Probation Period, the Employer will adjust the Performance Review Date (PRD) in subsequent years to the beginning of the quarter in which the Initial Performance Review date occurs.
- C. An Employee returning from a leave of absence, as defined in Article 19, Leaves of Absence, will only have their current Performance Review Date adjusted for any period of absence exceeding ninety (90) days. The Employer will calculate the total days of Employee was on leave and determine if the Employee's Performance Review Date is subject to modification. In those cases, exceeding ninety (90) days, the new Performance Review Date will be adjusted to the beginning of the fiscal quarter in which it falls.
 - a. An Employee's Performance Review Date adjustment will be in accordance with the following:
 - i. 0 – 90 days (same quarter of existing PRD)
 - ii. 91 – 180 days (quarter following PRD)
 - iii. 181 – 270 days (2nd quarter following PRD)
 - iv. 270 – 364 days (3rd quarter following PRD)
 - v. Periods of absence exceeding 365 days will follow the same adjustment schedule above beginning again with (i.)

9A.6 Promotions.

- A. A Promotion is defined as the movement of an employee from a position in one classification to a position in another classification having a greater degree of responsibility and a higher pay grade.
- B. Paramedic employees promoted to a position in a higher pay grade and who have received a step increase on their PRD, in the prior classification, during the fiscal year prior to the date of promotion shall be placed in the step of the new pay-grade in accordance to the schedule in EXHIBIT A.
- C. Paramedic employees promoted to a position in a higher pay grade on or after October 1, 2017, who have not received a step increase during the fiscal year or reached their PRD, in the prior classification, prior to the date of promotion shall receive the step increase due to them under the prior classification and then be placed in the step of the new pay-grade in accordance to the schedule in EXHIBIT A. Employees who are promoted to a position in a higher pay grade will be placed in the step of the new pay-grade in accordance to the schedule in Exhibit B.

- D. Telecommunicators. Employees promoted to a position in a higher job classification in the series shall receive a 5% pay increase or be brought to the new minimum whichever is greater, of the new pay-grade in accordance to the schedule in EXHIBIT E. In the event a promotion occurs within ninety (90) days prior to the Performance Review Date, then the Employee's promotion will be based on the wage increase/step the Employee would have advanced to had the Employee reached his/her Performance Review Date.
- E. A Promotional Probation Period shall be defined as one (1) year from the Employee's Promotion date.
- F. Employees who are unsuccessful in completing the Promotional Probation Period shall be returned to their former classification and their former rate of pay. The former annual Performance Review Date will be re-established and the employee becomes eligible for any performance increases on the re-established date, as if they had not been promoted.

9A.7 Demotions.

- A. A demotion is defined as the movement of an employee from a position in one classification to a position in another classification having a lesser degree of responsibility and a lower pay grade. If the employee previously held the rank to which the employee is demoted, the employee is deemed qualified for the position and shall not be required to take any examination, unless the examination is required for certification by the State of Florida.
- B. A voluntary demotion or involuntary demotion, i.e. a reduction in force, shall return the employee to the former classification and rate of pay the employee would have received had they not been promoted, provided it does not exceed the maximum of the pay grade.
- C. A disciplinary demotion for cause shall return the employee to a lower classification and a step that provides at least 5% but not more than a 10% decrease in base annual pay. In no event shall the placement exceed the maximum of the pay grade.

9A.8 Temporary Administrative Assignment.

Any temporary administrative assignment shall be an appropriate subject for discussion at Labor Management Committee meetings.

ARTICLE 9B
INCENTIVES

- 9B.1 All incentive payments are inclusive of overtime.
- 9B.2 All Telecommunicator job class employees with a current Paramedic or EMT certification will receive \$60.00 incentive per bi-weekly pay period. Those employees completing a Paramedic or EMT certificate will be paid this incentive for the full pay period following the submittal of the certificate to the Employer.
- 9B.3 All Paramedic job class employees who obtain an Associate in Science Degree, or higher, from an institution accredited by the Middle States, New England, North Central, Northwest, Southern or Western Association of Schools Colleges and Universities will be eligible for a bi-weekly pay period incentive of \$34.62. To receive this incentive the degree must be job related as determined by the Employer. If approved by the Employer, the employee will be paid this incentive for the full pay period following the submittal of the qualifying degree.
- 9B.4 During the duration of this collective bargaining agreement, the Employer agrees to reopen this article to discuss the provision of a Bilingual Skills Incentive, should the Employer implement such a provision for non-bargaining unit employees.
- 9B.5 If the Fire Chief determines that an additional/new standard or certification is required for an existing bargaining unit position, then the Employer may elect to pay the initial cost of the additional/new standard or certification to the extent permitted by law.
- 9B.6 **Communications Training Officer (CTO)**
All Telecommunicators selected to serve as a CTO will receive a bi-weekly pay period incentive of One-Hundred dollars (\$100.00) effective the first full pay period after ratification. To receive this incentive, the Telecommunicator must meet the minimum qualifications determined by the Employer.
- a. There will be a maximum of eight (8) CTO positions at any one time. Positions will be filled as they come available. No more than two (2) CTOs will be allowed per shift. Telecommunicators interested in being selected for a CTO position must complete the Candidate Self-Nomination Form. Telecommunicators who are eligible for the CTO positions will be selected based on the employer selection matrix.
 - b. A CTO who does not perform his or her responsibilities in a satisfactory manner and/or does not maintain the minimum CTO selection qualifications, will be released from the CTO Program.
 - c. A CTO who is on leave from the Communications Center for more than four months will be released from the program. Upon return to the division, the dispatcher will be required to pass the selection and approval process again when an opening is available if he or she wishes to re-certify in the program.
 - d. An employee can terminate their participation in the program with two months written notice. Earlier termination from the program is at the discretion of the Communications Manager.
 - e. After a Telecommunicator is selected for the program the employee must complete the mandatory requirements designated by the Department which may include, but are not limited to the following:
 - Complete EDC 24 hour Communications Training Course
 - Submit resume and be accepted by the Florida State Department of Health to become PST Course trainer

- Abide by employee expectations
- Maintain State of Florida Public Safety Telecommunicator Certification
- Maintain International Academy of Emergency Dispatch / Priority Dispatch Emergency Medical Dispatch Certification
- Maintain International Academy of Emergency Dispatch / Priority Dispatch Emergency Fire Dispatch Certification

9B.7 **Night Shift Differential.** Telecommunicators in this bargaining unit will be paid a shift differential of an additional seventy-five (\$0.75) cents for each hour worked between the hours of 7:00 p.m. and 7:00 a.m.

9B.8 **Pay Incentive for Lieutenants.** The Employer will provide Employees who are promoted to Rescue Lieutenant and are assigned to a Rescue or Squad assignment pay of \$100.00 per two-week pay period.

9B.9 **Longevity Incentive**

Effective July 1, 2011, the Florida State Legislature enacted a provision, which in pertinent part to this article, requires bonus schemes to be based on work performance. See Florida Statute §215.425(3). The longevity bonus stated in the October 1, 2007 to September 30, 2010 Collective Bargaining Agreement was paid to employees based on length of service, and not performance. This language is set forth below:

To recognize an employee's length of service to the Employer, an annual lump sum longevity bonus will be paid to eligible employees of the bargaining unit as part of their first paycheck in December. The lump-sum longevity bonus shall be solely predicated on an employee's length of service with the Employer, and specifically excludes factors such as wages, overtime, benefits and incentives.

The bonus will be based on the following service:

- | | |
|-----------------------------------|-------|
| • 10 years but less than 15 years | \$200 |
| • 15 years but less than 20 years | \$250 |
| • 20 years or more | \$300 |

To be eligible for the longevity bonus, the employee must be in an active employment status at the time the longevity incentive is paid and have actively worked some time during that calendar year.

9B.10 This longevity bonus provision does not satisfy the requirements of §215.425(3), and cannot be paid to employees in light of this legislative action. However, the Employer and Union acknowledge that the payment of longevity bonuses to public sector employees may be clarified and/or amended by legislative action, a Florida court of competent jurisdiction, and/or an Attorney General Opinion. Such clarification and/or amendment may provide clear legal authority or guidance by which the County Administrator is able to authorize the payment of longevity.

9B.10 If the County Administrator determines that clear legal authority or guidance exists to permit the payment of longevity during the duration of this contract, then the Employer shall pay the

PARA/TELE

longevity bonus based on the same eligibility standards as if the longevity bonus outlined in Article 25 of the prior contract (FY 2008-2010) referenced herein had remained in place.

ARTICLE 9C
BENEFITS

9C.1 Deferred Compensation.

- A. The Deferred Compensation contribution is computed on a biweekly basis, to coincide with the pay period, by multiplying hours worked by an Employee's hourly pay rate, and the percentage contribution outlined below. Employees do not receive contributions in a no pay status, unless no pay status is as a result of Military Leave. Maximum annual contribution is 2496 hours. Employees must have an open Deferred Compensation Account to receive this compensation.
 - 1. **Employees in Sick Plan A:** The Employer will contribute one-and-one-half percent (1.5%).
 - 2. **Employees in Sick Plan B:** The Employer will contribute two-and-one-half percent (2.5%).

9C.2 Health Insurance.

A representative of the bargaining unit may attend the meetings of the Countywide Insurance Committee.

9C.3 Group Insurance Benefits.

- A. At all times, the Employer shall provide the same Group Insurance Plans (i.e. Health, Vision, Dental, Life, Flexible Spending Accounts or other voluntary benefits) hereinafter collectively referred to as "Group Insurance Benefits" to the Employees in this bargaining unit as is provided to the rest of the non-bargaining unit Employees under the Hillsborough County Administrator who are not covered by a collective bargaining agreement. In the event that Group Insurance Benefits are modified or changed with respect to those non-bargaining unit Employees not covered by a collective bargaining agreement, these same modifications or changes shall also apply at the same time to Employees in this bargaining unit. For example, these modifications or changes include, but are not limited to, benefit plan design changes, change in co-pays, changes in level of coverage, and provider networks.
- B. Bargaining unit Employees will be responsible for any out of pocket increase equal to the increase set for non-bargaining unit Employees under the County Administrator, up to \$90.00 per month for the Fiscal Year in which it occurs.
- C. Beginning the pay period following ratification, Employees shall be eligible for any premium reduction incentive programs made available to all other County non-bargaining unit Employees.

9C.4 Cafeteria Benefit.

- A. All bargaining unit Employees shall receive \$210.00 per month as a Cafeteria Benefit to purchase benefits in accordance with Section 125 of the Federal Tax Code. Section 125 requires the Employer to offer a pre-tax benefit, one taxable benefit and cash. Employees will select from the following options offered by Hillsborough County.
 - 1. **Pre-Tax Benefits**
 - Health Insurance
 - Dental Insurance
 - Vision Insurance
 - Flexible Spending Account

2. **After-Tax Benefits**

- Life Insurance
- Long-Term Disability
- Short-Term Disability
- Cash

9C.5 **Sick Plan A Benefits.**

The following benefits will be provided to Employees in Sick Plan A:

- A. The Employer will provide a **Long Term Disability** program providing for payment at fifty percent (50%) of the Employee's hourly pay rate commencing on the 181st day after injury or illness. At the Employee's option and personal expense, an additional sixteen & two-thirds percent (16 2/3%) of the Employee's salary may be purchased. Hourly pay rate for purposes of 9C.6, shall be defined as the Employee's regular hourly pay multiplied by the number of scheduled work hours per year.
- B. The Employer will provide a \$20,000 life insurance policy at no cost to the Employee. Employees may purchase additional coverage and/or coverage for family members at their personal expense.

9C.6 **Sick Plan B Benefits.**

The following benefits will be provided to Employees in Sick Plan B:

- A. The Employer will provide a **Short-Term Disability** program providing for payment of seventy-five percent (75%) of the Employee's hourly pay rate for catastrophic events commencing on the 15th day of absence and continuing through return to work or the 180th day, whichever is earlier. Hourly pay rate for purposes of 9C.7, shall be defined as the Employee's regular hourly pay, including paramedic certification incentive when applicable, multiplied by the number of scheduled work hours per year.
- B. The Employer will provide a **Long-Term Disability** program providing for payment of sixty-six & two-thirds) 66 2/3 percent of the Employee's hourly pay rate commencing on the 181st day after injury or illness. Hourly pay rate for purposes of 9C.7, shall be defined as the Employee's regular hourly pay multiplied by the number of scheduled work hours per year.
- C. The Employer will provide a \$20,000 life insurance policy at no cost to the Employee. Employee's may purchase additional coverage and/or coverage for family members at their personal expense.

9C.7 **Retiree Health Insurance Stipend.**

- A. The Employer agrees to provide to each Employee upon retirement, a monthly Retirement Healthcare Subsidy in accordance with program guidelines approved by the Hillsborough County Board of County Commissioners. Retirement is defined as termination of employment from active service for the purpose of receiving a monthly Florida Retirement System (FRS) benefit. Participants in the FRS Delayed Retirement Option Program (DROP) shall not receive the subsidy until DROP participation is completed. The monthly subsidy will be equal to \$5.00 per year of service with participating Hillsborough County Employers, up to a maximum of \$150.00 per month. Stipends are payable commencing the first of the month in which a retiree reaches age sixty-two (62) for regular class, or fifty-five (55) for High-Risk class.
- B. In the event that the Florida State Legislature increases the Retiree Health Insurance Stipend provided to certified paramedic and Telecommunicator personnel, as implemented through the

Florida Retirement System, the Employer agrees to reopen this article after the effective date of the Florida State legislature's action.

C. Eligibility for the stipend ceases:

1. The beginning of the month in which the retiree becomes eligible for Medicare or its' successor.
2. With the last payment in the month prior to the month in which a retiree reaches age sixty-five (65).
3. Upon the retiree's death.

D. Retiree ACLS

All State of Florida certified Paramedics who retire on, or after, October 1, 2010, may elect to participate in the CEU program and attend the Fire Rescue Department-sponsored Advanced Cardiac Life Support (ACLS) class in order to maintain currency as a Paramedic with the State of Florida. Participation is on a "space-available" basis and will be at no cost to the Employer or the retiree. It will be the sole responsibility of the Retiree to maintain an accurate email address on file with the Fire Rescue Department Training Division in order to receive CEU articles and notification of ACLS scheduling. The Retiree must submit CEU answers via scantron answer sheet, available in the Training Division or any substation.

9C.8 Post Employment Health Plan. (Effective Date April 1, 2019)

- A. A Post Employment Health Plan (PEHP) for bargaining unit Employees consistent with Internal Revenue Service (IRS) Rules and Regulations will be established. The Union designates Nationwide Retirement Solutions to act as the plan administrator for the PEHP, and for insuring compliance with all applicable state and federal laws and regulations. The Employer will only be responsible for the payment of contributions as set forth in this Article 9C.9.
- B. Any and all administrative fees for Nationwide will not be charged to the Employer. The payment of these administrative fees shall be assessed and paid by the bargaining unit Employees who participate in this PEHP. The Employer designates the Union with the responsibility to notify bargaining unit Employees of administrative fees. The Union will notify the bargaining unit Employees of such fees, and any changes to such fees.
- C. In addition, the Nationwide Post Employment Health Plan is governed by an Advisory Committee comprised of one Employer representative and one eligible Employee representative. The Employer designates its vote on this Advisory Committee to the Union, and the Union will select a representative of its choice. The Employer may unilaterally withdraw this proxy at any time in the future for any reason it deems appropriate.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought and issued against the Employer as a result of any action taken or not taken by the Employer or any other party under the provisions of this section of the agreement. Specifically, in consideration for the post employment health care contributions set forth in Article 9C.8 remitted by Hillsborough County, which has been negotiated and acknowledged by the Union, the Union and its representatives hereby remise, release and forever discharge the Employer, their Employees, agents, heirs, executors, administrators, personal representatives, successors, and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extends, executions, claims and demands whatsoever, in law or in equity, which against them has ever had, now have or which the Union and its representatives hereafter can, shall or may have for, upon or

by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents arising out of Article 9C.8.

1. One percent (1%) of the entry-level base salary for the lowest job classification within the bargaining unit will be calculated to determine the "base-line/common" contribution amount for each Employee of the bargaining unit. The Employer shall remit and the plan administrator shall deposit the "base-line/common" contribution amount into the PEHP Universal Reimbursement Account (05 Sub-Account). For all higher paid bargaining unit Employees, the difference between their one percent (1%) of base salary and the "base-line/common" contribution amount shall be remitted by the Employer to the plan administrator and deposited into the PEHP Insurance Premium Reimbursement Account (06 Sub-Account). This contribution shall be deposited by the plan administrator into the respective reimbursement accounts for each bargaining unit Employee. Calculations will occur on a pay cycle basis.
2. Based on the formula set forth above, the Employer will not contribute to a bargaining unit Employee's reimbursement account for any hours reported as no pay on the payroll, unless these hours represent Military leave. Maximum annual contribution is based on 2704 hours for Paramedics and 2306.2 hours for Telecommunicators.

ARTICLE 10
OVERTIME

10.1 Overtime.

All Employees in the bargaining unit shall be paid their regular hourly rate of pay for the first forty (40) hours worked, and overtime pay in an amount equaling one and a half times the Employee's hourly rate of pay for every hour worked over forty (40) in a seven (7) day period. For purposes of calculating the hourly rate of pay for overtime compensation, the Employer will comply with the Fair Labor Standards Act to include industry standards for such calculations. Subpoenaed appearances in court as a witness on work-related matters shall be considered as time actually worked for overtime calculation purposes. Jury Duty will not be considered as time actually worked, except as such service occurs on a regularly scheduled workday. Annual and/or Sick Leave not exceeding actual regularly scheduled hours in any seven (7) day period will count as hours worked, provided the same number of hours is deducted from the annual and/or sick leave balance. Other absences, including bereavement leave, emergency leave, military leave, and any other time not worked, shall be excluded in computing basic hours beyond which premium overtime rates are paid.

- A. If called upon to work overtime, the Employee is expected to do so. If an Employee is placed on involuntary overtime, the Employee shall be paid for the actual time at work and at a minimum the Employee shall be compensated for three (3) hours of pay at their overtime rate.
- B. An Employee who has, at the Employer's request, worked hours outside of his regular schedule will not have such schedule altered solely for the purpose of preventing the payment of overtime.
- C. When the need for overtime does arise, equal opportunity for participation will be offered to all Employees within the department who are in the appropriate job class or classes required to complete the project, as far as is practicable.
- D. **Telecommunicator Classifications.** Employees who occupy the position of Telecommunicator who work a schedule consisting of two (2) consecutive days of twelve (12) hour shifts, followed by two (2) consecutive 24-hour days off shall be given the right to work overtime shifts over any other qualified Employee classifications.

ARTICLE 11
CALL BACK

- 11.1 If an Employee is called back to work on off hours due to an emergency or other urgent situation, he shall be paid for the actual time worked. A minimum guarantee of three (3) hours pay shall be provided if the Employee is called back three (3) or more hours before his normal duty shift. If an Employee is called back less than three (3) hours before his normal duty shift then the minimum guaranteed hours of call back pay will be the time period beginning when he arrives on duty and ending when his normal shift of regular duty time starts.
- 11.2 The only person authorized to call back Employees will be the Chief of Hillsborough County Fire Rescue, or his designee.

ARTICLE 12
SHIFT EXCHANGE

- 12.1 Shift Exchange is defined as one employee working in place of another employee and is only applicable and available to variable workweek employees.
- 12.2 **Paramedic Classification.** Upon twenty-four (24) hours written notice, Shift Exchange shall be granted for like qualified employees on an intra-county basis. Qualifications are determined by Human Resources Job Classification or the ability to act in such classification and are subject to the approval of the Fire Chief or designee. Any Shift Exchange shall follow the guidelines established herein or as more particularly outlined in the Policies & Procedures; specifically:
- A. Shift Exchange shall be granted at a rate not to exceed one hundred and twenty (120) hours per month;
 - B. Shift Exchange shall not result in any additional overtime for the employee who agrees to the Shift Exchange, nor shall it affect any accruals, benefits or incentives of the individuals involved;
 - C. The Fire Chief, or designee may, at their discretion, approve greater than one hundred and twenty (120) hours of Shift Exchange;
 - D. Shift Exchange participation may not be used as the basis for an unsatisfactory performance evaluation unless shift exchange exceeds contract limitations. However, if the employee has been permitted to exceed the exchange limitations due to exceptional circumstances as determined by the Fire Chief, it will not be used as the basis for an unsatisfactory performance evaluation or for any other employment action that may have a negative impact.
 - E. Shift Exchange for like qualified employee will be waived in those cases where both employees are requesting a Shift Exchange to occur on their respective R-days and the request is provided with no less than twenty-four (24) hours written notice.
- Dispatch Classifications.** Shift exchange shall be granted at a rate not to exceed forty-nine (49) hours per month and shall not result in any additional overtime for the Employee agreeing to the exchange, nor affect any accruals, benefits or incentives of the individuals involved. Trainees shall not exceed twenty-four and one-half (24.5) hours per month.
- 12.3 In a Shift Exchange between two (2) employees, where the employee who had agreed to work for another employee thereafter calls in sick or does not report for duty, then the following shall apply:
- A. The sick leave accrual of the employee who had agreed to a Shift Exchange will be charged;
 - B. If that employee does not have sufficient sick leave accrual to cover the shift, then the sick leave accrual of the employee who was originally scheduled for that duty day will be charged;
 - C. If the employee originally scheduled for that duty day does not have sufficient sick leave accrual, then any amount of time not covered by sick leave accrual will be in a no-pay status.
 - D. The employee who failed to perform the Shift Exchange must provide a physician's authorization form by the second scheduled shift following their failure or that employee will become ineligible for Shift Exchange privileges for a four (4) calendar month period from the day the failure occurred.

- 12.4 Additionally, any employee who fails to work a Shift Exchange, as outlined in 12.2 and 12.3, and who had insufficient accrued sick leave and/or annual leave on an hour for hour basis to cover the Shift Exchange will become ineligible for Shift Exchange privileges for an eight (8) calendar month period from the day the failure occurred. To mitigate this restriction, the employee may present a physician's authorization form by the second scheduled shift following the absence.
- 12.5 Employees who receive an unsatisfactory performance evaluation (below 70), or are on their initial probation, or are in the Performance Improvement Program (PIP), may, at the discretion of the Fire Chief, Communications Center Director, or their designee, be limited to forty-eight (48) (paramedic only) or twenty-four point five (24.5) (Telecommunicator) hours of exchange of time each month. This limitation will be removed when the Employee receives a successful evaluation, completes their initial probationary period or is removed from PIP.
- 12.6 Employees may also be eligible to use Shift Exchange under the terms above which shall not be unreasonably denied, when on Worker's Compensation leave or on a Medical Leave of Absence (MLOA), subject to the terms in Articles 14 and Article 19, respectively.

ARTICLE 13
HOLIDAY PAY

13.1 Paramedic Classes.

- A. Employees who work a twenty-four (24) hour on and forty-eight (48) hour off shift schedule (Variable Workweek Employees) shall work the observed holidays as set by the Hillsborough County Board of County Commissioners as part of their regular tour of duty.
- B. Employees working the shift schedule in 13.1a will be paid nine point six (9.6) hours for each of the ten (10) designated holidays whether or not the Employee works the holiday. Payment, at the straight-time hourly rate of pay being earned on the day the holiday occurred, will be made during the payroll period in which it occurred. An Employee is not entitled to and will not receive holiday pay for a holiday that occurs while in a non-pay status or while on short or long term disability for a personal injury.
- C. Effective October 1, 2012, Paramedic class Employees hired on, or prior to, June 30 of a calendar year will be paid 9.6 hours for one (1) floating holiday. Payment will be made during the first full payroll period after December 1 of that calendar year. This payment will be made at the straight-time hourly rate of pay being earned on the first Sunday of that payroll period. Paramedic class Employees hired on, or after, July 1 of a calendar year will not be paid for floating holiday. All Paramedic class Employees on the payroll as of December 31 in any calendar year will be eligible for the payment for two (2) floating holidays in December of the next calendar year when the Employee has received regular pay at any time during the next calendar year.
- D. Paramedic Class Employees who are not on their initial new-hire probationary period and who resign or retire in good standing will be paid for their two (2) floating holidays at the time of resignation or retirement in lieu of payment in December of that same calendar year.
- E. Holiday time and pay will have no affect on the number of hours worked, will not be used in the calculation of overtime compensation, and does not affect the accrual of sick or annual leave or any other terms and conditions of employment.

13.2 Telecommunicator Classes.

- A. Employees who work two (2) consecutive days of twelve and one quarter (12.25) hour shifts, followed by two (2) consecutive 24-hour days off shift schedule shall work the observed holidays as set by the Hillsborough County Board of County Commissioners as part of their regular tour of duty.
- B. Employees working the shift schedule in 13.2a will be paid eight point five (8.5) hours for each of the ten (10) designated holidays whether or not the Employee works the holiday. Payment, at the straight-time hourly rate of pay being earned on the day the holiday occurred will be made during the payroll period in which it occurred. An Employee is not entitled to and will not receive holiday pay for a holiday that occurs while in a non-pay status or while on short or long term disability for a personal injury.
- C. Effective October 1, 2012, Telecommunicator Class Employees hired on or prior to June 30 of a calendar year will be paid nine point six (9.6) hours for one (1) floating holiday. Payment will be made during the first full payroll period after December 1 of that calendar year. This payment will be made at the straight-time hourly rate of pay being earned on the first Sunday of that payroll period. Telecommunicator Class Employees hired on or after July 1 of a calendar year will not be paid for floating holiday. All Telecommunicator Class Employees on the payroll as of December 31 in any calendar year will be eligible for the payment for or use

of two (2) floating holidays by December of the next calendar year when the Employee has received regular pay at any time during the next calendar year.

- D. Telecommunicator Class Employees who are not on their initial new-hire probationary period and who resign or retire in good standing will be paid for their two (2) floating holidays at the time of resignation or retirement in lieu of payment in December of that same calendar year.
- E. Holiday time and pay will have no affect on the number of hours worked, will not be used in the calculation of overtime compensation, and does not affect the accrual of sick or annual leave or any other terms and conditions of employment.
- F. The Employer shall grant the same Holiday Schedule, comprised of the same federal and local holidays, to Employees covered by this agreement as is granted to other County Employees.

ARTICLE 14
WORKERS' COMPENSATION

14.1 Definitions.

- A. "Modified Duty Assignment" is work performed within HCFR for a period of time prior to the employee having reached maximum medical improvement (MMI).
- B. "Workday" is the time spent at work that begins at 8:00 a.m. and ends at 5:00 p.m., Monday through Friday, excluding Employer-designated holidays.

14.2 General.

An Employee injured in the line of duty shall have the option of having an Emergency Room physician perform the original injury diagnosis. In the event that such injury causes the Employee to become temporarily disabled, then the Employee shall be placed immediately on Workers' Compensation Leave without any waiting period. The Employer will pay said Employee his full wage, including holiday pay, for all regularly scheduled hours, for the first seven (7) calendar days of this leave.

14.3 Continuation of Pay.

- A. In the event that the Employee's absence exceeds seven (7) calendar days; thereby qualifying the Employee for Workers' Compensation pay based on established standards as set forth by the State of Florida Division of Workers Compensation, then the Employer will become responsible to pay that Employee's full wages, including holiday pay, for all regularly scheduled hours as set forth below. However to be eligible for such continuation of pay, the Employee must surrender to the Department all monies paid to the Employee by Workers' Compensation (the Workers' Compensation check).
 - 1. Paramedic Classes: up to a maximum of twelve (12) months. In order to receive this benefit, the Employee must surrender their Workers' Compensation check to the Department
 - 2. Telecommunicator Classes: up to a maximum of four (4) months. In order to receive this benefit, the Employee must surrender their Workers' Compensation check to the Department.
- B. Eligibility for continuation of pay will cease on the earliest of the following dates: the employee is returned to full duty; the employee is authorized for Modified Duty by a Workers' Compensation physician and such a Modified Duty Assignment is authorized by the Fire Chief or, twelve (12) months from the first date of injury has transpired for Paramedics and four (4) months for Telecommunicators.
- C. Employees who have not reached MMI and/or have not been cleared for a Modified Duty Assignment, but who have exhausted their twelve (12) months for Paramedics and four (4) months for Telecommunicators continuation of pay eligibility period, may elect to use accrued sick leave, annual leave and/or shift exchange hours to supplement their Worker's Compensation benefits to cover their portion of elected benefits costs and/or to receive up to 100% of their pre-injury salary. Employees are entitled to holiday pay when supplementing. Usage of accrued sick leave, annual leave and/or shift exchange hours shall be in an amount of at least twelve (12) hours per pay period, unless a greater amount is determined to be necessary.
- D. Employees who have not reached MMI and/or have not been authorized for a Modified Duty Assignment by a Workers' Compensation physician and who have exhausted the twelve (12) months for Paramedics or four (4) months for Telecommunicators pay continuation eligibility period, but elect not to use accrued sick leave, annual leave and/or shift exchange hours to supplement Worker's Compensation benefits will be considered in a no-pay status. Such

Employees will not be entitled to holiday pay, but Employer will pay the premium for their health insurance so long as the Employee is on a qualified Workers' Compensation Leave.

14.4 Modified Duty Assignment.

The duties to be performed and the duration of any Modified Duty Assignment shall be as set forth by the authorizing Workers' Compensation physician and the Fire Chief based on a modified Duty job description provided to said physician (the "Job Description"), so long as the Employee is on an authorized Workers' Compensation leave. However, the Employer is under no obligation to create a Modified Duty Assignment and any Modified Duty Assignment shall not serve as precedent for any other Modified Duty Assignment request by another Employee. Specifically:

- A. Based on a Job Description that has been provided by the Employer to the Workers Compensation physician that shall provide medical documentation to the Employer stating that the Job Description is acceptable. The Employer will notify the Employee whether a Modified Duty Assignment is available; and if so, the date, time and location to report.
- B. For Paramedic certified variable workweek Employees who are injured will not be required to report to work for a Modified Duty Assignment until the eighth (8th) calendar day following the medical release. Upon return to work, the employee will report to Fire Rescue Headquarters for the first eight (8) hours of their assigned shift or as otherwise assigned. The remainder of their shift will be worked at a fire station as determined by the Fire Chief or their designee. Modified Duty Assignments, when available, will normally consist of a forty-eight (48) hour workweek.
- C. When an Employee is placed on a Modified Duty Assignment, the Employee's salary shall remain unchanged from that which the Employee would have previously received. In no event shall an Employee on a Modified Duty Assignment receive less than their full pay.
- D. If an Employee refuses a Modified Duty Assignment after having been approved in a manner consistent with this process, then the Employer may take the appropriate action according to Florida law and/or Hillsborough County policy. If an Employee is denied Workers' Compensation benefits for refusing a Modified Duty Assignment as set forth above, then the Employee may request a medical leave of absence provided that the request is substantiated by the Employee's personal physician.

14.5 The Employer will actively provide assistance to Employees who have been injured in the line of duty in an effort to return the injured Employees to their pre-injury earnings with the Employer.

ARTICLE 15
BEREAVEMENT LEAVE

(The changes contained within this Article shall become effective upon ratification.)

15.1 Definitions.

- A. "Paramedic Classifications" shall be defined as Employees working a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off. These Employees are assigned to work an average of forty-eight (48) hours per week.
- B. "Telecommunicator Classifications" shall be defined as Employees working at least a schedule consisting of two (2) consecutive days of twelve (12) hour shifts, followed by two (2) consecutive 24-hour days off. These Employees are assigned to work an average of forty-two and nine-tenths (42.9) hours per week.
- C. "Immediate family member" is defined as the Employee's spouse, domestic partner, child or step-child.
- D. "Any other relative" is defined as the Employee's parent (which includes biological and any individual who acted in "loco parentis"), brother, brother-in-law, sister, sister-in-law, step-parent, step-brother, step-sister, grandchild, grandparent, great grandparent, step-grandparent, step-grandchild, parent-in-law, son-in-law, daughter-in-law, grandparent-in-law, great grandparent-in-law, or any relative residing within the Employee's household.

15.2 Paramedic Classifications.

- A. Employees will be granted forty-eight (48) hours of paid leave in the event of a death of an immediate family member.
- B. Employees will be granted twenty-four (24) hours of paid leave in the event of any other relative.

15.3 Telecommunicator Communications.

- A. Employees will be granted forty-nine (49) hours of paid leave in the event of a death of an immediate family member.
- B. Employees will be granted thirty-six and three quarter (36.75) hours of paid leave in the event of any other relative.

15.4 Bereavement leave is of a special nature and may not be converted to any other purpose. It is not charged against any other leave account, and is not accumulated in the manner of annual or sick leave. Payment in lieu of Bereavement Leave is not authorized. The frequency with which it is granted shall be governed only by necessity.

15.5 Upon request, the Fire Chief may grant annual leave, if accrued, exchange of time or leave without pay, in conjunction with Bereavement Leave.

15.6 The Fire Chief or his designee shall take whatever measures are necessary to satisfy himself of the Employee's eligibility to Bereavement Leave.

15.7 Regardless of the Employee's work schedule, Bereavement Leave utilized shall be considered time worked, and will be included in the calculation of overtime.

ARTICLE 16
CIVIC LEAVE

- 16.1 The Fire Chief may grant an Employee leave with full pay on a scheduled work day for any absence necessary for serving on a jury or attending court as a witness under subpoena on a work-related matter.
- 16.2 Employees performing above activities on a workday must report back to their job within a reasonable time after release from their obligation above.
- 16.3 Employees required by the Fire Chief to assist in a work-related legal matter on a non-workday, will be paid their regular hourly wages while directly involved in those activities.

ARTICLE 17
ANNUAL LEAVE VACATION

- 17.1 **Paramedic Classifications.** Accumulation of annual leave shall be computed each pay period by multiplying the regularly scheduled hours worked in that pay period times a decimal factor in the following schedule:
- A. For less than five (5) full years of service, regularly scheduled hours worked multiplied by 0.0407.
 - B. For five (5) or more, but less than ten (10) full years of service, regularly scheduled hours worked multiplied by 0.0503.
 - C. For ten (10) or more, but less than fifteen (15) full years of service, regularly scheduled hours worked multiplied by 0.0695.
 - D. For fifteen (15) or more years of such service, regularly scheduled hours worked multiplied by 0.0887.
- 17.2 **Telecommunicator Classifications.** Accumulation of annual leave shall be computed each pay period by multiplying the regularly scheduled hours worked in that pay period times a decimal factor in the following schedule:
- A. For less than five (5) full years of service, regularly scheduled hours worked multiplied by 0.0411.
 - B. For five (5) or more, but less than ten (10) full years of service, regularly scheduled hours worked multiplied by 0.0488.
 - C. For ten (10) or more, but less than fifteen (15) full years of service, regularly scheduled hours worked multiplied by 0.0603.
 - D. For fifteen (15) or more years of such service, regularly scheduled hours worked multiplied by 0.0795.
- 17.3 No Employee shall be considered eligible for vacation with pay until he has satisfactorily completed the period of probation following original employment or following a break in service.
- 17.4 The time for which such vacations are granted shall be at the discretion of the Fire Chief, and time granted Employees may be exchanged with consent of the Fire Chief, or designee. Employees shall be given an annual opportunity to select annual leave periods. Annual Leave will be bid each October, and will take effect at the beginning of the following January. Such annual leave periods, once approved, shall not be changed without the consent of the Employee.
- 17.5 Beginning on the Employee's benefit date in FY 1998, or the Employee's hire date, if hired on or after October 1, 1997, all tenured Employees shall be required to use a minimum of forty (40) annual leave hours each benefit year. On the Employee's next benefit date, and on each benefit date thereafter, annual leave required herein, but not taken, shall be lost. For example, an Employee who used only thirty-two (32) hours of annual leave in a benefit year would lose eight (8) hours. Employees serving on initial probation on or after October 1, 1997 shall have two (2) years from the date of hire to use all annual leave required eighty (80) hours.
- 17.6 Employees hired before October 1, 1997, who had an annual leave balance below three hundred twenty (320) hours on that date, and all Employees hired on or after October 1, 1997, shall be allowed to accrue a maximum of three hundred twenty (320) hours of annual leave. On the Employee's benefits date in calendar year 1998, and on each benefit date thereafter, all unused annual leave required forty (40) hours, as stated above, plus all annual leave in excess of three hundred twenty (320) hours shall be lost.

- 17.7 Employees hired before October 1, 1997 who had an annual leave balance in excess of three hundred twenty (320) hours on that date, shall have the annual leave balance on that date set as their maximum balance. The Employee is allowed to maintain, but not exceed, that higher amount for the remainder of their employment. On this Employee's benefit date in calendar year 1998, and on each benefit date thereafter, all unused annual leave required forty (40) hours, as stated above, plus all unused annual leave above the balance held by the Employee on October 1, 1997 shall be lost.
- 17.8 Upon retirement including DROP, death, resignation accepted by the Employer, layoff or other separation of employment in good standing, an Employee or a legal beneficiary in case of death, shall receive payment for accrued annual leave which does not exceed the maximum annual leave hours outlined above. Such payment shall be in addition to the payment of regular wages and other benefits through the last day worked. Payment for accrued annual leave will not be made:
- A. To those Employee's dismissed for cause.
 - B. In the absence of proper notice, normally two weeks.
 - C. To any Employee who has not satisfactorily completed an initial period of probation.

ARTICLE 18
SICK, EMERGENCY & NEWBORN LEAVE

(The changes contained within this Article shall become effective upon ratification.)

18.1 General.

An Employee may use accrued sick leave allowances only for absences necessitated by non-job-related illness or injury. The use of authorized sick leave shall be with full pay except as provided by law in cases of illness or injury covered by worker's compensation. Sick leave may also be used by the Employee for illness or injury involving their spouse, children, parents, or any other relative residing in their household when no other arrangements can be made. In no case shall sick leave be granted in anticipation of future leave accruals.

18.2 In every case of absence resulting from illness or injury, the Employee shall notify the appropriate authority at least one (1) hour before he is scheduled to report for duty, stating the nature of his illness or injury and expected period of absence. The Fire Chief or Department Director, or their designee, may deny paid sick leave and may designate the Employee as absent without leave for failure to comply with this provision.

18.3 If and whenever sick leave appears to be abused, or where an Employee consistently uses his sick leave as it is earned, the Employee claiming or requesting such sick leave may be required to furnish competent proof illness or injury. The Employer reserves the right to require the Employee to furnish a doctor's certificate or submit to a physical examination in all cases of reported illness or injury. Abuse of sick leave privileges shall constitute grounds for discipline.

18.4 During a Performance Evaluation year employees on a variable workweek schedule may use one hundred-twenty (120) hours, and those on a regular workweek schedule may use forty (40) hours of sick leave, before they are required to bring in a doctor's certificate. For all further instances of reported illness or injury above this threshold during the Performance Evaluation year, the Employer reserves the right to require the employee to furnish a doctor's certificate from the attending physician or to submit to a physical examination.

Sick Leave Accruals and Payout

NOTE: All Employees in the bargaining unit, by individual one-time-only option on September 16, 2000, elected in writing to remain in Sick Leave Plan A or convert to Sick Leave Plan B. Therefore, September 16, 2000 shall be designated the BEGIN DATE.

18.5 Sick Leave Plan A.

The following shall apply to all Employees hired prior to September 16, 2000 (BEGIN DATE) who elected, in writing, to remain in Sick Leave Plan A. Accrual shall be computed each pay period by multiplying the total number of regularly scheduled hours paid in a pay period by 0.0462. Allowances accrued and not used may be accumulated without limit and shall be eligible for pay out upon retirement, resignation or death, as stipulated below.

The accrual rate of sick leave for Sick Leave Plan A is for regularly scheduled hours.

SICK LEAVE PLAN A - ACCRUAL SCHEDULE			
42.5 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0462	HOURLY ACCRUAL RATE	0.0481
PER WEEK	1.9635	PER WEEK	2.3088
PER PAY CYCLE	3.927	PER PAY CYCLE	4.6176
PER YEAR	102.102	PER YEAR	120.0576

- 18.5A Compensation and Eligibility for Unused Sick Leave Accrued in Plan A:
Upon conditions of retirement under a recognized Retirement System, resignation, or death of an Employee, the Employee or his legal beneficiary or survivor as defined in F. S. Chapter 121.091(8), may be paid upon proper application for his accumulated hours of sick leave, according to the following schedule:
- a. 1 – 480 Hours: All hours will be paid at 100% of the Employee's regular hourly rate of pay at separation.
 - b. 481 – 960 Hours: No payment shall be made.
 - c. 961 and Over Hours: One-half of all hours above 961 will be paid at 100% of the Employee's regular hourly rate of pay at separation.
- 18.5B Payment shall be made for unused sick leave accrued in Plan A upon the retirement, or deferred retirement of the Employee, provided that:
- a. Retirement is under a recognized system.
 - b. The Employee has left the employment of the County, including Employees who enter the Deferred Retirement Option Plan (DROP).
 - c. The Employee is not dismissed for disciplinary reasons.
 - d. The Employee has given proper notice prior to retirement. Proper notice is normally at least two weeks.
 - e. The Employee is on layoff, is eligible to retire, and gives proper notice of retirement during the first year of layoff. Said Employee shall be eligible for payment upon retirement.
- 18.6 **Sick Leave Plan B.**
All Employees hired prior to September 16, 2000 (BEGIN DATE) who elected in writing, to transfer to Sick Leave Plan B and all Employees hired on or after September 16, 2000 shall be in Sick Leave Plan B. Accrual shall be computed each pay period by multiplying the total number of regularly scheduled hours paid in a pay period by 0.0308. Accruals for authorized use are without limit after the BEGIN DATE.

The accrual rate of sick leave for Sick Leave Plan B is for regularly scheduled hours.

SICK LEAVE PLAN B - ACCRUAL SCHEDULE			
42.5 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0308	HOURLY ACCRUAL RATE	0.0417
PER WEEK	1.309	PER WEEK	2.0016
PER PAY CYCLE	2.618	PER PAY CYCLE	4.0032
PER YEAR	68.068	PER YEAR	104.0832

18.6A Compensation for Unused Sick Leave Accrued in Plan B:

- a. No Employee shall be paid for any unused sick leave hours accrued after the BEGIN DATE.
- b. All Employees hired prior to the BEGIN DATE who elected, in writing, to transfer to Sick Leave Plan B shall be eligible for pay out of all sick leave accruals earned prior to the BEGIN DATE. Sick leave earned prior to the BEGIN DATE shall be accounted for separately from sick leave earned thereafter. The "snapshot" balance, taken on the BEGIN DATE, may only be utilized upon the exhaustion of all sick leave accruals earned after the BEGIN DATE, and will serve to reduce the balance eligible for pay out. Once reduced, the new balance becomes the "snapshot" and hours used may not be replaced by sick leave accrued after the BEGIN DATE. For example: If an Employee has a "snapshot" of 500 hours on the BEGIN DATE and uses 100 hours of "snapshot" sick leave (the sick leave accumulated after BEGIN DATE is exhausted), then the new "snapshot" balance may not exceed 400 hours.
- c. Upon conditions of retirement under a recognized Retirement System, resignation, or death of an Employee, the Employee or his legal beneficiary or survivor as defined in F. S. Chapter 121.091(8), may be paid upon proper application for his accumulated hours of sick leave prior to the BEGIN DATE, as adjusted by subsequent use outlined above. Eligibility and pay out will follow the guidelines in articles 21.5A and 21.5B.

18.7 The Attendance Award Program.

The Attendance Award Program permits Employees in both Plan A and Plan B to convert a portion of unused sick leave to annual leave. Family and Medical Leave (FMLA) absences shall be excluded in the computation of sick leave hours used for the Attendance Award Program. The conversion of sick leave hours to annual leave hours shall occur upon the individual Employee's Benefits Date and shall be based upon the sick leave usage in the previous twelve (12) months. The Employee may elect, in writing to the Payroll Department, not to convert hours. Maximum conversions shall be as follows:

Attendance Award Conversion (example)

42.5 HOUR WEEK		48 HOUR WEEK	
HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS	HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS
0	36	0	48
9	27	12	36
18	18	24	24
27	9	36	12
36	0	48	0

All hours in the "Hours of Sick Leave Used" column have a sliding scale relationship with the number of convertible hours. In example, the Employee who uses zero hours of sick leave may convert 36 or 48 hours to annual leave depending on normal schedule, the Employee who uses one (1) hour of sick leave may convert 35 or 47 hours, etc., and the Employee who uses 36 or 48 hours may not convert any.

18.8 **Emergency Leave**

In the event of a personal or family emergency for which the use of sick leave is not normally permitted, the Employee may request, and the Fire Chief or Department Director, at their sole discretion, may authorize the use of not more than two (2) days of sick leave. The Fire Chief or Department Director will consider whether:

- a. The emergency circumstances are of a nature that precluded being reasonably foreseen and of such urgency as to require the Employee's immediate departure from work.
- b. The request was at the earliest practicable time consistent with the nature of the emergency.
- c. Evidence of the emergency is compelling and justifies the granting of the request.

18.9 **Newborn Leave**

- A. **Sick Plan B Employees Only.** Upon written request, regular workweek employees may be granted five (5) working days, or two (2) shifts for variable workweek employees, of absence with pay for the birth of the employee's child, or the employee's adoption of a child under the age of eighteen (18). Newborn Leave is not accrued and is not deducted from annual or sick leave accounts Any Newborn Leave utilized shall be considered time worked, and will be included in the calculation of overtime.
- B. **Paid Parental Leave (Sick Plan A & B Employees).** Upon ratification the Employer shall also provide the option to utilize Paid Parental Leave in accordance with Human Resources Policy & Procedure applicable to non-bargaining unit employees under the County Administrator. This policy will be effective for the Bargaining Unit at the same time it is effective for the non-bargaining unit employees. In the event this Paid Parental Leave Policy is modified or changed with respect to non-bargaining unit employees, these same modifications or changes shall also apply at the same time to bargaining unit employees.
- C. Upon ratification as for Sick Plan B members, these employees may choose to utilize either the benefit provided in 18.9(A) or 18.9(B). These Sick Plan B members are not entitled to utilize both benefits.

18.10 **Employee Donation Program**

A. **Eligibility**

1. An employee may voluntarily transfer any accrued sick or annual leave as set forth in 18.10 (B) to an eligible employee where absences from work are required due to a catastrophic event, serious illness or injury of one of the following people:
 - a. The employee;
 - b. The employee's dependents or the employee's spouse;
 - c. The employees registered domestic partner;
 - d. The employee's parents;
 - e. The employee's dependents other than their children; and/or
 - f. Members of the employee's household

Employees whose absence from work is covered by workers compensation are not eligible for this Employee Donation Program. Eligibility for transfers will be effective only after the applicant has used all accrued sick leave and/or annual leave. Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).

B. Transfer of Time

1. Employee will be permitted to donate (voluntarily transfer) an unlimited amount of annual leave up to the Employee's accrued balance to an eligible employee as outlined herein.
2. Employees in Sick Plan A will be permitted to donate (voluntarily transfer) an unlimited amount of sick time up to the Employee's accrued balance to an eligible employee as outlined herein.
3. Employees in Sick Plan B will be permitted to donate (voluntarily transfer) sick leave as follows:
 - a. Variable work week employees will be permitted to donate (voluntarily transfer) up to forty-eight (48) hours of sick leave on an annual basis calculated on the employee's benefits date.
 - b. Forty (40) hour work week employees will be permitted to donate (voluntarily transfer) up to thirty-two (32) hours of sick leave on an annual basis calculated based on the employee's benefits date.
4. A donation of sick leave hours by an employee on Sick Plan B will not be considered used sick leave hours on the part of the employee donating his/her time for the purposes of the Attendance Award Program as referenced in 18.5.

C. Use of Donated Benefits

1. All donated hours will be transferred and credited into the recipient's sick leave accrual balance. Once transferred, such benefits may be used in accordance with the applicable sick leave provisions of the collective bargaining agreement.
2. Donations must be made in one (1) hour increments. For every one (1) hour of sick and/or annual leave hours donated by the donor, the recipient will be credited with one (1) hour of sick leave. The pay levels of the two employees shall not affect the transaction.

D. Administration

1. Donors must indicate to whom and how much of their own sick leave and/or annual leave hours they will donate within the parameters of this program. Donations are strictly voluntary. Requests must be sent to the HCFR Personnel Division by email for processing with a copy to the Human Resources Labor Manager. Once any donated hours have been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction. Unused sick leave may not be returned to the donor, but will remain as part of the eligible employee's sick leave accruals.
2. Once any donated hours have been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction. Unused sick leave may not be returned to the donor, but will remain as part of the eligible employee's sick leave accruals.

ARTICLE 19
LEAVES OF ABSENCE

- 19.1 **General.** All leaves of absence shall be without pay and shall be for a period of not more than one (1) year, unless specifically addressed in this Agreement. Employees will retain all rights held at the initiation of a leave of absence with the exception of their benefits date, which shall be adjusted on a day-for-day basis, if the leave of absence without pay exceeds thirty (30) calendar days.
- 19.2 **Other Cogent Reasons (OCR) Leave of Absence.** An Employee may request an OCR leave of absence by substantiating cogent reasons therefore, such as extended family illness, participation in educational programs beneficial to Employee's growth in his present or projected assignment, or other compelling personal hardships necessitating an extended absence from work. The Fire Chief, or designee, may approve the leave of absence for a period of up to one (1) year. Any request exceeding twelve months may be forwarded, for consideration by the Fire Chief, or designee, prior to the expiration date approved by the Appointing Authority. Such leave will not be granted solely for reasons involving the engagement in other employment or income producing business.
- 19.3 **Medical Leave of Absence (MLOA).**
- A. In documented cases of extended illness or injury, the Fire Chief, or designee, shall grant an Employee a MLOA. The Employee shall furnish medical documentation as requested by the Fire Chief, or designee, with the request, or as soon as practicable following the start of the MLOA. MLOA's shall be for the anticipated length of the illness or injury, or six (6) months, whichever is less. The Fire Chief, or designee, may grant extensions of six (6) months, or less, depending on the anticipated duration of the illness or injury, not to exceed a maximum of thirty-six (36) months. Requests for extensions shall be submitted to the Fire Chief, or designee, at least thirty (30) days prior to the existing expiration date and shall include such documentation as requested by the Fire Chief, or designee, to support the request for an extension of MLOA. MLOA status does not preclude the receipt of disability benefits if enrolled and eligible.
 - B. Employees' sick and annual leave accruals need not be exhausted prior to a request for MLOA. Employees may request to use accrued sick, annual leave and/or shift exchange hours to supplement disability benefit payments in order to cover their portion of elected benefits costs and/or to receive up to 100% of their pre-MLOA salary: Usage of accrued sick leave, annual leave and/or Shift Exchange shall be in an amount of at least twelve (12) hours per pay period, or a greater amount if determined to be necessary.
 - C. If the Employee requests MLOA and carries either a sick or annual vacation balance, the Employee will be responsible for the continued premium payment of their portion of elected Group Insurance Benefits (See 9C.4).
 - D. The Employer will deduct the Employee's portion of the premium for the elected health insurance while Employee is on MLOA so long as the Employee is in paid status. In the event that an Employee is in a "no pay" status, then Employer shall bill Employee only for Employee's portion of the premium for the elected health insurance and their other elected Group Insurance Benefits (i.e. vision, Dental, Life and Flexible Spending Accounts). Nothing in this Article shall prevent the Employee from using Shift Exchange to remain in a paid status.
- 19.4 **Pregnancy shall be treated as any other temporary disability of a non-occupational nature.**
- A. A modified duty assignment is defined under this article as work performed within HCFR for a period of time until the Employee is able to perform the essential functions of the job without reasonable accommodation. As such, the affected Employee may request a modified duty

assignment. If approved, the Employee will report on their next regularly scheduled duty day for assignment of duties within Hillsborough County Fire Rescue.

- B. Modified duty assignments will normally consist of a forty (40) hour workweek and the Employee's salary shall not be affected where the compensation level would be below the amount which the Employee normally would receive. In no event shall an Employee on modified duty assignment receive less than their full pay.
- C. The Employer is under no obligation to create an assignment for the purposes of modified duty. In the event Employer creates such assignment it shall not obligate Employer to create other such assignments in the future. Any creations of assignment for the purpose of modified duty shall be in the sole discretion of Employer. Further, Employer retains the right to alter or eliminate modified duty assignments as necessary.

ARTICLE 20
PROFESSIONAL LEAVE

(The changes contained within this Article shall become effective upon ratification.)

The Employer may authorize absences with pay to Employees, referred to as Professional Leave, when it is believed to be in the best interest of the department and/or the Employer. Authorized absences are considered time worked for the purpose of any overtime calculation. Absences for Professional Leave is not charged against any other leave account, and is not accumulated in the manner of sick or annual leave.

ARTICLE 21

INITIAL PROBATIONARY PERIOD AND CONDITIONS OF EMPLOYMENT

- 21.1 **Initial Probationary Period.** The initial new hire probationary period shall be defined as one (1) year from initial date of hire.
- 21.2 **Rescue Division Probation Removal.**
- A. Paramedics will meet the requirements as stated in a policy discussed by Labor Management Committee within one (1) year of completion of rescue orientation as a condition of continued employment.
 - B. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.
- 21.3 **Communications Center Probation Removal.**
- A. Telecommunicators will meet the requirements as stated in a policy discussed by Labor Management Committee within one (1) year of initial hire as a condition of continued employment.
 - B. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.

ARTICLE 22
PERFORMANCE EVALUATION

During the term of this agreement the Union and the Fire Chief, or designee, may meet and adopt a mutually agreeable Performance Evaluation System. The system shall include a new evaluation form and a detailed procedure on the use of the evaluation form. Hillsborough County Fire Rescue shall provide appropriate training on the use of the performance evaluation system.

ARTICLE 23
ALLOWANCES AND REIMBURSEMENTS

- 23.1 **Cell Phone Allowance.** The Employer may authorize a cell phone allowance for Employees in positions with job duties that require the Employee to carry a cell phone for Employer business.
- A. The cell phone allowance is paid monthly and is included in the Employee's check/direct deposit. The monthly allowance is taxable income and will be included in taxable wages on the IRS W-2 Form and the Employee will be taxed according to the regulations of the IRS code. As taxable income, the allowance amount will be subject to federal withholding taxes and social security taxes.
 - B. Allowances do not constitute an increase in base pay and will not be included in the calculation of percentage increases to base pay due to annual raises, promotions, etc. Furthermore, the cellular telephone allowance shall not constitute an Employee benefit.
 - C. In the event that a private telephone invoice is required to be produced due to public records request, it shall be the Employee's responsibility to present such records. In some cases, the Employee may maintain paper copies of these records in their personal files; in other instances, copies of the monthly statements may be available to the Employee on request from the Employee's cellular service provider.
 - D. The Employer shall review the allowance eligibility criteria and amounts yearly. The criteria and amounts will be issued separately, once approved. The annual approved allowance levels shall be published.
 - E. Determination of Allowance Amount: The dollar amount of the allowance is intended to reasonably approximate the value of the Employee's anticipated business-related expenses. The dollar value for each allowance level is established taking into consideration the average business use and the cost of the cellular voice services. Due to multiple variables (e.g., Employee usage patterns, different carrier plans, tax impacts, etc.), the allowance amount for each level is based on best estimates. The allowance may also include additional payment for enhanced features such as data services (Internet/e-mail/active-sync) as needed.
- 23.2 **Mileage Reimbursement.** Employees required and specifically authorized to use their private automobiles for Fire Rescue business shall be compensated at the rate as prescribed by the Hillsborough County Board of County Commissioners. Employees submitting their mileage logs will be issued their reimbursement check no later than six weeks from that date.

ARTICLE 24
GRIEVANCE AND ARBITRATION PROCEDURE

24.1 General.

A. New Hire Initial Probationary Employees.

1. The wages, hours and all other terms and conditions of employment apply to all employees covered by this bargaining agreement that are on their initial new hire probationary period, except as identified within this section or in Article 21.
2. An initial new hire probationary employee who is recommended for discipline that is an involuntary suspension or termination of employment shall be provided written notice of the recommended discipline. The employee will be afforded an opportunity to be heard by the Fire Chief in the presence of a Union representative, if requested.
3. The decision of the Fire Chief will be final and binding subject to the provisions herein.
4. An employee in their initial new hire probationary period shall not be entitled to just cause for disciplinary or termination decisions. Further, the initial new hire probationary employee may not utilize the grievance/arbitration procedure to grieve disciplinary or termination action, unless the action was unreasonable, arbitrary or capricious.
5. The decision to discipline or terminate an initial new hire probationary employee by Fire Rescue shall not be unreasonable, arbitrary or capricious. The Union may only grieve Fire Rescue disciplinary actions or termination under the sole basis that the disciplinary action or termination by Fire Rescue was unreasonable, arbitrary or capricious.

- B. A grievance is any dispute that may arise concerning the application, meaning or interpretation of this contract. Employees may grieve through this contractual process or the Civil Service grievance process, but not both. A grievance started under either process will proceed until completed in that same process.
- C. The Employer will grant necessary and reasonable time off without loss of pay to the grieving employee, approved witnesses, and one (1) officially designated Union representative, if requested by the grieving employee, for a grievance adjustment meeting. The time and place of the grievance adjustment meeting will be mutually agreed upon.
- D. The duties of the Union representative shall not interfere with the orderly operation of Fire Rescue.
- E. The Union may designate five (5) union members and three (3) elected officers as grievance representatives. No employee will be recognized as a grievance representative until designated in writing.

24.2 Grievances.

- A. Every effort will be made by the employees or the Union and the Employer to adjust the grievance informally and promptly at the initial step. An employee may, at their discretion, be represented by the Union at each step of the Grievance Procedure.
- B. The Union will not be required to process grievances for non-Union employees in the bargaining unit. When a grievance is presented by a non-Union employee, either individually or with a non-Union representative, a Union representative can attend, participate and be heard at each step, including arbitration, if the Union so desires.

- C. Time limits may be extended upon written mutual consent by the employee or the Union and the Employer.
- D. Both the Fire Chief and the Discipline Administrator may appoint designees to handle grievances on their behalf.
- E. A general, or class grievance, may be submitted by the Union alleging violation of this contract by the Employer. Any general or class grievance shall be initiated at **Step 2**.
- F. An appeal of a suspension, demotion or termination shall be initiated at **Step 3** within fourteen (14) calendar days of the Employee's receipt of the discipline.
- G. The Union will be notified when a written grievance is filed by anyone in the bargaining unit. The Union will be notified of the status of the grievance at each step of the grievance procedure.

The employee, either alone or accompanied by a representative, or the Union for general or class grievances, shall present the grievance, as set forth below:

Step 1: The grievance shall be presented orally to the employee's immediate supervisor within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within fourteen (14) calendar days.

Step 2: If the employee is not satisfied with the reply in Step 1, within fourteen (14) calendar days thereafter the grievance shall be presented in writing to the Fire Chief. The written grievance shall include:

1. A statement identifying the article(s), section(s) or provision(s) of the Collective Bargaining Agreement allegedly violated. To include:

The specific violation alleged under each article, section or provision; The circumstance(s) upon which the alleged violation is based which may include date of occurrence(s) and employee(s) involved; And, the specific action, remedy, or solution requested.

The Fire Chief shall meet with the employee and union representation if applicable. If no meeting is applicable, a written reply will be transmitted within fourteen (14) calendar days after receipt of the written grievance. If a meeting is applicable, a written reply will be transmitted within fourteen (14) calendar days after the meeting. Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent grievances. Once known, additional information may be presented at Step 3 without jeopardizing the right to proceed.

Step 3: If the employee, or Union for general or class grievances, is not satisfied with the reply in Step 2, within fourteen (14) calendar days thereafter he/she or they may present the written grievance to the Discipline Administrator. The Discipline Administrator shall meet with the aggrieved employee and Union representative, or the Union for general or class grievances, if applicable, within fourteen (14) calendar days after receipt of the written grievance. If a meeting is applicable, the Union may request the consent of the Discipline Administrator to present witnesses at Step 3. Consent will not be unreasonably denied by the Discipline Administrator. The Discipline Administrator shall reply in writing within fourteen (14) calendar days of this meeting.

Step 4: If the Union is not satisfied with the Discipline Administrator's written response, he/she or they may present a written demand for arbitration, to the Director of Human Resources

within thirty (30) days, along with a Federal Mediation and Conciliation Service (FMCS) panel of arbitrators. Only grievances specifying the details above and processed within the time limits set forth above are subject to arbitration.

24.3 Arbitration.

- A. An arbitrator hereunder shall only have jurisdiction to determine whether or not the Employer violated the identified contract provision in the respect alleged in the written demand for arbitration, but he, or she, may consider, to the extent applicable, the entire contract in reaching such a decision.
- B. The parties shall alternatively strike the names from the FMCS panel of arbitrators, with the party initiating the grievance striking first. The remaining name shall be the arbitrator.
- C. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties.
- D. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine himself, or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him, or her.
 - 1. In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any amount for more than five (5) calendar days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence.
 - 2. The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.
- E. Each party shall bear the cost of preparing and presenting its own case, including the fees and expenses of attorney(s), witnesses and expert testimony.
- F. All fees and expenses of the arbitrator shall be divided equally between the parties. All fees and expenses of official transcripts of the arbitration proceedings shall be divided equally between the parties unless either party declines, in which case the party requesting the official transcript shall bear the entire expense.

ARTICLE 25
INVESTIGATIONS / INTERVIEWS AND UNION REPRESENTATION

- 25.1 Whenever an Employee is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.
- A. The primary meeting place for the purpose of conducting an interrogation or an interview shall be at Fire Rescue headquarters. If due to extenuating circumstances Fire Rescue headquarters is not feasible, the parties will meet at a mutually agreeable location.
 - B. No Employee shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the Employee of the nature of the investigation. The Employee shall be informed beforehand of the names of all complainants.
 - C. All interrogations shall be conducted at a reasonable time of day, preferably when the Employee is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
 - D. Interrogation sessions shall be of reasonable duration and the Employee shall be permitted reasonable periods for rest and personal necessities.
 - E. The Employee being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.
 - F. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the Employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
 - G. No Employee shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this section.
- 25.2 **Discipline.**
- Failure of Employees to observe work rules may result in discipline up to and including discharge. Action or conduct of Employees that is detrimental to the interests of Hillsborough County may also be grounds for discipline up to and including discharge. No Employee shall be disciplined or counseled with respect to any policy, rule, regulation, Standing Orders and Protocol (SOP), which has not been reduced to writing, and if changed, then posted pursuant to this agreement, except the SOP (Medical), which may be effective immediately upon posting. A written reprimand or above, may only be initiated by non-bargaining unit supervisory personnel in Fire Rescue. In the Emergency Operations Center, Communication Supervisors may initiate discipline up to the level of Written Reprimand. Communication Supervisors are required to document and report any action that may result in any discipline resulting in a written reprimand or above to any non-bargaining unit supervisory personnel. Bargaining unit supervisors, whether permanent or acting, may continue to initiate informal and formal counseling.
- 25.3 An Employee who has a reasonable belief that a summons to meet with a non-bargaining unit supervisor may result in, or the contents of the meeting may be used to support discipline, is entitled to the presence of a Union representative at the meeting, if desired. In the event no such representative is immediately available, the Employer agrees that the meeting shall be postponed for a reasonable time in order for the representative to be present at such meeting.
- 25.4 Provided the integrity of the investigation is not jeopardized, the Employer will notify the Union at the earliest time possible that an investigation has commenced. The Union may request that the Employer provide all written documents relied upon in scheduling a fact-finding. To the extent permitted by law, and provided the Union's request is made sufficiently in advance of the fact-finding, the Employer shall provide the requested documents to the Union as soon as practicable.

- 25.5 The Employer shall make a good faith attempt to notify the Employee at the earliest time possible that a complaint, investigation or other Employer action is pending which may result in the imposition of discipline. This notice will normally be verbal from the appropriate supervisor except when the Employee's work schedule precludes this notification. If the Employer determines that the Employee has engaged in misconduct warranting discipline more severe than a verbal warning, a verbal reprimand or verbal counseling, a written statement shall be furnished to the Employee outlining the reason for the discipline. The Employee will date and sign the statement to acknowledge receipt; however, his/her signature does not imply agreement. If any discipline, no matter how severe, is to be imposed, such discipline will be imposed within a reasonable time. The Employer will make every effort to impose action within sixty (60) calendar days from the date the supervisor knew of the event in question, however, the Employer and Union recognize that occasionally circumstances preclude finalization of action within the 60-day period. Whenever circumstances occur to preclude disciplinary action, the Employer will notify Union representatives of the reasons that disciplinary action cannot be imposed and the sixty calendar days will be extended to one hundred (100) days.
- 25.6 When the Department Director, or designee intends to impose discipline that may result in suspension, involuntary demotion or discharge, upon any member of the bargaining unit, it shall be the responsibility of the Department Director, or his designee, to provide the affected Employee with written notice of the sanctions intended, all the reason(s) therefore, and provide an opportunity to for the Employee to be heard in a scheduled pre-disciplinary hearing. The Employee may, if desired, request the presence of a Union representative at this hearing.
- 25.7 **Third Party Complaints.**
- Complaints received verbally, either in person or by telephone, shall not be the sole basis for any disciplinary action until an investigation is completed. An investigation shall be conducted and the Employee(s) shall be notified. The Employee shall be given the opportunity to respond to the allegations. Citizen letters of complaint on which no action was taken will not be considered in any subsequent personnel determination.
- 25.1 The timeframes set forth herein may also be extended by mutual agreement of the parties.

ARTICLE 26
VACANCIES AND PROMOTIONS

26.1 Rescue Division.

The Employer agrees that Fire Rescue personnel covered by this Collective Bargaining Agreement will be eligible for promotion to Rescue Lieutenant (Note: The title of Rescue Captain will be maintained for operational purposes only within the department.)

A. General Requirements.

1. When a promotion/appointment is to be made all candidates who have met the requirements under this section shall be considered.
2. The candidate must be listed on the current Eligibility list for the position for which he is being considered.
3. The Eligibility list shall be used to verify driver's license and years in grade requirements.
4. The Eligibility list for promotion shall be opened to allow candidates the opportunity to apply as needed and as determined by the Employer.

B. Rescue Lieutenant.

1. This position may only be filled by a closed promotion and/or appointment.
2. A candidate has to have served a minimum of three (3) years employment within Hillsborough County Fire Rescue in a Paramedic job classification.
3. Candidate must be on the Acting Rescue Lieutenant List that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion.
4. Candidate must have at least thirty (30) shifts of documented seat time as an Acting Rescue Lieutenant on a Rescue Unit.
5. Educational Requirements for Promotion:
 - a. Supervision and Leadership – (FFP1130 or equivalent)

26.2 Communication Center.

The Employer agrees that personnel covered by this Collective Bargaining Agreement in the Communication Center are eligible for promotion to the following position providing they meet the qualifications as listed in the job description for the job classes below:

A. Senior Telecommunicator.

B. Telecommunications Supervisor

26.3 This article shall be an appropriate subject for discussion at Labor Management Committee meetings, and, provided there is no economic impact, any changes that are mutually agreed to in writing will become effective as soon as approved by the County Administrator and ratified by the membership.

ARTICLE 27
OPERATOR INSURANCE – LIABILITY

The Employer shall provide Employees insurance protection against liability as a result of operating fire rescue equipment within the scope of their employment.

ARTICLE 28
POLICIES AND PROCEDURES

- 28.1 In recognition of possible beneficial effects all paid classified Employees of this bargaining unit will follow equally and uniformly the Policies and Procedures issued by the Chief of Fire Rescue.
- 28.2 The Chief of Fire Rescue will receive and consider proposals from the Employees of this bargaining unit and their Union representatives in the proposed formulation or revision of Policies and Procedures.
- 28.3 The Union shall be given fourteen (14) calendar days notice for any proposed changes to the department's Policies and Procedures. Proposals shall be presented showing the changes tracked in a strikethrough and underline format and delivered in an editable digital medium. Any proposed changes shall not be in conflict with this Agreement. However, it is understood by both parties that situations may arise which require an immediate implementation of a new policy or a change to an existing policy, e.g. medical protocol or safety issue. In these situations Management shall implement the policy and provide rationale to the Union explaining why the fourteen (14) calendar day notice could not be provided. Concerns with immediately-implemented policy changes will be addressed through the Labor-Management Committee within a reasonable period of time.
- 28.4 The Chief of Fire Rescue shall provide the Union prior notification of any changes of the department's Policies and Procedures that consist of more than five (5) compiled policy revisions. Upon receipt of the revisions, as provided for in this Article, the Union will be given no less than thirty (30) calendar days to review said revisions. The Union may request an extension in writing of up to thirty (30) days, which will not be unreasonably denied. Extensions will not normally be granted beyond sixty (60) calendar days from date of receipt.
- 28.5 This article does not in any manner diminish or waive the Union's collective bargaining rights over proposed changes to the Policies and Procedures unless otherwise set forth in this article.

ARTICLE 29
STATION ACCOMMODATIONS

- 29.1 The Employer shall provide and maintain kitchen and sleeping facilities at each fire station/facility regularly manned on an overnight basis. These facilities will include a stove with oven, refrigerator, non-aluminum cookware and eating utensils, a dining room set, cleaning supplies, a lockable pantry cabinet for each shift, and beds. The mattresses and box springs will be approved by the Labor-Management committee prior to purchase. The bargaining unit Employees will be responsible for normal housekeeping duties and cleanliness of the facilities provided to include yard maintenance and bed linens. Bargaining unit Employees will not be required to paint the building (inside or outside) or perform other duties not described above.
- 29.2 The parties agree that new stations will conform to present building codes, address privacy concerns in sleeping quarters, and include a dishwasher in addition to the provisions in article 29.1. Existing stations scheduled for renovation will include the above provisions. The Employer agrees to continue its efforts to provide smoke detectors and sleeping quarter privacy in existing stations.
- 29.3 Alleged violations of this Article shall be noticed in writing to the Fire Chief, providing sufficient detail as necessary, prior to the filing of any grievance. The Fire Chief, or designee, will respond to the complaint in writing within ten (10) calendar days.

ARTICLE 30
SAFETY AND HEALTH & WELLNESS

- 30.1 The Employer and the Union agree to cooperate to the fullest extent concerning the health and safety of the Employees and the services provided to the public.
- 30.2 The Employer shall make reasonable provisions to insure the safety and health of each Employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the Employer and shall also be required to observe safety rules promulgated for their protection, and of which they are reasonably on notice. Each Employee shall report any unsafe practice or condition, of which they are aware, to their supervisor immediately, and the supervisor shall initiate action as soon as practicable to correct the reported practice or condition.
- 30.3 The Employer may require Employees to take a medical examination any time when there are significant objective grounds to believe that an Employee's physical or psychological status may impair the Employee's ability to perform his duties. The intent of such examination is to protect the health of the Employee, that of fellow Employees, and the public. If adverse action results from the medical examination, the Employee shall have the option of obtaining a second opinion at their expense. The Employee may grieve any adverse action taken as a result of this section.
- 30.4 **Testing and Immunizations.**
- A. Paramedic and Rescue Lieutenant Classifications:
1. An annual Tuberculosis chest x-ray or skin test and a hearing examination will be made available annually. The Employer shall also make available, at no charge, an annual Hepatitis A, Hepatitis B, Flu Varicella and Pneumonia immunizations. Tetanus Booster shots will be made available as needed and requested. Special examinations and immunizations will be given to Employees who have been directly exposed to highly contagious diseases in their official capacity.
 2. The Employer will provide health and wellness examinations (testing and consulting) for all eligible employees as set forth in Section 30.6, consistent with industry standards. The composition of the Health and Wellness examinations and the associated policies shall be subject to determination and resolution at the Labor-Management Committee. Health and wellness examination program expenditures are determined solely by fiscal year participation levels and any unused expenditures shall not carry over from one fiscal year to the next.
 3. Both the Union and the County agree that this is an evolving initiative and will require careful monitoring through the Labor-Management Committee. There will be no cost to the Employee for the examination and it is considered strictly voluntary. Employees opting to participate will do so during off duty hours.
 4. Employees opting to participate will do so during off duty hours. Confidentiality shall be maintained and any results will be subject to review only by the Employee and examining physician. The Employer will not have access to these results, including fitness for duty results related to this initiative, unless authorized by the Employee in writing. The Employee shall be solely responsible for their health related decisions, including follow-up on those results as recommended by the examining physician.
 5. The Employer agrees that no county contracted workers compensation provider, nor any county Employees will be used for the physical examination outlined in article 30.2 C. The Employer also agrees that it will only have access to the results of the physical examination with the written permission of the Employee. Generalized statistics, without individual identification may be shared with the County and the Employees to track program effectiveness.

B. Digital Telecommunicator Classifications:

1. An annual hearing examination will be made available.

30.5 Every effort will be made to consult the Union on uniforms, protective clothing and equipment, and recommendations shall be given fair consideration by the Employer. The Employer shall provide full turnout gear as is issued by the department, to include NFPA recommended extrication gloves, masks, and protective clothing and equipment for handling patients with potentially dangerous communicable diseases, as is consistent with the standards of the profession, to rescue classifications. The Employer and the Union agree that for safety reasons, no Employee should be required to operate any vehicle or equipment that is in an unsafe condition. The Employer and the Union agree that for safety reasons, no Employee shall be asked to perform any function that requires specialized training or certification beyond that which is required within their job description. Any variance in the normal operating condition of Fire Rescue vehicles or equipment which could be hazardous to Employee safety or which violates State, Federal or County safety laws or codes, will be immediately brought to the attention of the officer in charge who will take appropriate action. Uniforms, protective clothing and equipment, including the research and recommendations of the HCFR Quality Improvement Team, are appropriate subjects of Labor Management meetings.

30.6 **Wellness – Paramedic Classifications.**

- A. The Employer and the Union agree that Employee wellness is a high priority and that regular medical exams are a key component of a wellness program. As such, the wellness incentive will be provided as follows:
 1. Paramedic Employees who are off of initial probation and who are 40 years of age, or younger, shall receive a wellness incentive of \$200 per year in the first pay period in January, provided the Employee has participated in the Employer's Wellness Exam during the 24 month period preceding the January payment.
 2. Paramedic Employees who are over 40 years of age shall receive a wellness incentive of \$300 per year in the first pay period in January, provided the Employee has participated in the Employer's Wellness Exam during the 12 month period preceding the January payment.

ARTICLE 31
UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

31.1 Paramedics.

Employees will receive an initial uniform issue including, but not limited to:

- ten (10) T-shirts
- three (3) polo shirts
- four (4) pants, including at least one (1) dress pant.
- three (3) short sleeve Class C type uniform shirts
- one (1) long sleeve Class B type uniform shirt
- one (1) Class A dress jacket (paramedic only)
- one (1) Class A uniform dress pants(paramedic only)
- one (1) medium weight jacket
- one (1) leather belt
- one (1) pair of station boots/shoes
- one (1) rain parka
- one (1) department baseball cap
- one (1) stethoscope (Paramedic Classifications Only)
- and any required Class A/B type accessories (Collar Brass, Badge, Name Plate, etc.)

Telecommunicator.

Employees will receive an initial uniform issue including, but not limited to:

- five (5) T-shirts
- five (5) polo shirts
- five (5) pairs pants
- one (1) long sleeve Class B type uniform shirt
- one (1) medium weight jacket
- one (1) leather belt
- one (1) pair of black shoes
- one (1) department baseball cap
- and any required Class B type accessories (Collar Brass, Badge, Name Plate, etc.)

An annual uniform credit designated solely for the purchase of approved items from an Employer-contracted vendor starting in the first fiscal year following the fiscal year they are hired. Employees may purchase any uniform item on the approved list. The uniform replacement credit does not accrue to the Employee and any remaining credit amount shall be forfeited after the ordering period end date. One (1) set of newly added uniforms, protective clothing and/or equipment required by the employer and applicable to the classifications of the bargaining unit shall be furnished without cost to the Employee. Proposed additions, deletions or changes to protective clothing and equipment shall be appropriate subjects for discussion in Labor-Management Committee meetings. The Employer will strive to provide protective clothing and equipment that is considered appropriate and safe by standards applied in the profession.

- 31.2** Paramedics will receive an annual uniform allowance of five hundred (\$500) for purchasing additional or replacement uniform issue from the Fire Department designated uniform vendor. Telecommunicators will receive an annual uniform allowance of three hundred and twenty-five dollars (\$325) for purchasing additional or replacement uniform issue from the Fire Department designated uniform vendor. . Orders will be placed from the approved vendor's website from October 1 to June 30 of each Fiscal Year. New employees shall receive a prorated amount of the uniform credit determined by their date of hire: October – March = \$200 and April – September = \$100.

- 31.3 Employees will not be required to pick up uniforms or bunker clothing on their off-duty time. The County agrees that such items will be delivered to the Employees while on duty, it being understood that nothing in this provision shall prohibit an Employee at their own convenience from picking up such items during their off-duty time. If an error in the Employee's order is caused by the Employee, it shall be the Employee's responsibility to correct the error on their own time.
- 31.4 The Employer will supply one (1) Self Contained Breathing Apparatus (SCBA) with integrated Personal Alert Safety System (PASS) for each normally staffed seating position on all primary apparatus.
- 31.5 The Employer agrees to provide one (1) complete set of bunker gear that includes all of the components required by the most current NFPA standard for bunker gear. The Employer agrees to provide cleaned, sanitized and safe replacement bunker gear to the Employee whose personal gear is damaged or contaminated in the performance of their duties until the Employee's personal bunker gear is replaced or cleaned and returned. No Employee will be required to wear bunker gear currently assigned to another Employee.
- 31.6 The Employee shall be compensated up to two hundred fifty dollars (\$250.00) per item in the event that loss or damage of prescription eyewear or wristwatches occurs in the performance of their official duties. The amount of compensation will be determined by the Labor Management Committee in accordance with established procedures.
- 31.1 The parties agree that any changes to the wages, hours, terms and conditions of employment related to uniforms needed to be in compliance with Federal, State and local laws will be implemented without the obligation to negotiate the change. The Employer will provide the Union with notice of any changes prior to implementation.

ARTICLE 32
INDEMNIFICATION

- 32.1 The Employer will offer defense of Employees from civil suits from tort liability incurred while acting in scope of employment, and, pursuant to the guidelines set out in Section 768.28, Florida Statutes, agrees to hold the Employee harmless within the limitations set out in Section 768.28, Florida Statutes, and protect said Employee from civil liabilities only, resulting from any act, event or omission of action in the scope of his or her employment or function, unless such Employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- 32.2 The Employer will offer legal representation to Employees from investigations, filed administrative complaints, and/or hearings with the Florida Department of Health incurred while acting in the scope of his or her employment thus resulting from any act, event or omission of action within the scope of his or her employment or function. If it is found the Employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property, then the Employer will not be obligated to offer any legal representation.
- 32.3 The Employee shall receive reimbursement of legal expenses according to the Board of County Commissioners policy/section 03.04.01.05.

ARTICLE 33
SCHOOLING AND EDUCATION

33.1 Reimbursement Requirements.

- A. The Employer will budget a pool of money to reimburse the cost of tuition and required textbooks according to department policy for the following:
 - 1. Curriculum designated by the Fire Chief.
 - 2. Core/elective classes required for a degree in an EMS, Fire Science specific degree, Public Safety Administration or Business Administration (as listed in the applicable degree program requirements).
 - 3. Any credit course with a Fire or EMS prefix from college or university approved by the Florida State Fire College.
- B. Reimbursement will be set at the Tampa metro area college tuition rate for the level of the course taken. Reimbursement will be disbursed within ninety (90) days of presentation of proof of payment and a grade of "C" or better.
- C. Changes to courses designated by the Fire Chief are appropriate subject for the Labor-Management Committee.
- D. Courses must be taken from one of the following accrediting agencies.
 - 1. **"Nationally accredited"** means a college or university currently accredited by one of the following national accrediting agencies recognized by the U.S. Department of Education:
 - a. Accrediting Commission of Career Schools and Colleges;
 - b. Accrediting Council for Independent Colleges and Schools;
 - c. Distance Education and Training Council.
 - 2. **"Regionally accredited"** means accredited by one of the following regional accrediting agencies recognized by the U.S. Department of Education:
 - a. The Middle States Association of Colleges and Secondary Schools, Commission on Higher Education;
 - b. The New England Association of Schools and Colleges, Commission on Institutions of Higher Education;
 - c. The North Central Association of Colleges and Schools;
 - d. The Northwest Commission on Colleges and Universities;
 - e. The Southern Association of Colleges and Schools, Commission on Colleges; or
 - f. Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities or Accrediting Commission for Community and Junior Colleges.

33.2 Non-initial probationary employees are eligible for tuition reimbursement under the Human Resources program subject to the limitations therein. Reimbursement will be at the Tampa metro area college rate for the level of the course taken. Courses may be taken at any accredited institution with the reimbursement limit above.

33.4 In order to be reimbursed for required textbooks, the employee must turn in such books to the Hillsborough County Fire Rescue Training Division along with the required reimbursement request. All textbooks become the property of Hillsborough County Fire Rescue.

ARTICLE 34
WORKING OUT OF CLASSIFICATION

- 34.1 A ten percent (10%) increase in hourly pay shall be provided for all full hours worked in a higher classification within the Paramedic, Rescue Lieutenant or Telecommunicator series. Employees in the same classification who exchange time and are then assigned by the department to act in a higher classification will be compensated for all hours worked in that assignment. Employees will not be credited time or pay for working out of class as a result of out-of-grade exchange of time. Duties of a Field Training Officer shall be considered out of class whenever a permanent Employee is assigned for the specific purpose of remedial training or as a result of enrollment in the Performance Improvement Program (PIP).
- 34.2 An Employee may request an exemption from working in a higher classification. Such a request shall be made to the immediate supervisor and submitted for final determination by the Fire Chief/Department Director. Probationary Employees will not be required to work out of classification. All Employees in the Paramedic classification must meet the requirements of the department as qualified to work in the higher classification within one year of completing the probationary period. Employees who are not "checked off" to act in a higher classification by their superior officer within one year of completing their probationary status must have such reasons documented in writing. If the officer does not feel the Employee is prepared to act out of classification, after documenting the reasons, the Employee will be assigned, by the Chief of Operations, to a second officer for ten (10) shifts to be reevaluated. Should the second officer concur, the Fire Chief or designee may elect to prohibit the Employee from acting out of classification.
- 34.3 All hours must be documented in accordance with departmental procedure.
- 34.4 Variable work-week Employees will be paid for all hours worked out of class on a bi-weekly basis, payable one (1) pay period in arrears. The pay will be automatically calculated using the daily staffing report.

ARTICLE 35
LABOR RELATIONS

35.1 The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious working relations and agree to jointly maintain and support an open collaborative Labor Management Process.

35.2 **Labor Management Committee.**

- A. All too often, after a contract has been agreed to by both parties, the only formal means of communication between labor and management is the contractual grievance procedure. That line of communications is typically one of adversaries; such as "win-lose". This environment is clearly not conducive to solving matters of mutual concern. Because an alternate communications channel does not exist, management, in some cases, is often unaware of the operational problems, which could potentially develop into labor relations' disputes. The purpose of this committee is to provide a forum in which to deal with such day-to-day problems, in a systematic, constructive fashion, and hopefully resolve these matters that would ultimately land on the bargaining table at contract time.
- B. Meetings may be held on a monthly basis, with the date, time and place mutually agreed to by both parties. If there are no issues to discuss, the Employer and the Union *may* mutually agree to cancel any given labor management meetings.
- C. A policy for the transfer/assignment of employees into vacancies will be discussed through the labor management committee.
- D. Each party shall be limited to four (4) individuals unless otherwise agreed.

35.3 **Bulletin Boards and Communications.**

- A. The Union shall be entitled to one bulletin board not to exceed three feet by three feet, at each station for Union business and positioned in an area agreeable to the Employer and the Union.
- B. The Employer agrees to distribute Union information, approved by the Fire Chief or his designee, through interdepartmental mail. The interdepartmental mail courier will only transport materials during the normal course of his duties.

35.4 **Union Business.**

- A. A Union Business Account (Account) shall be created and administered by the Employer. The Account's withdrawals and balance will be reconciled by the Employer and a report of the reconciliation of funds will be provided to the Union on a monthly basis, or upon request. On the first full pay period in October for each fiscal year, the Employer shall deduct six (6) hours of accumulated annual leave from each Union member, and this deduction shall establish the Primary Balance for the fiscal year its withdrawn. Any surplus balance remaining at the end of a fiscal year, shall not carry forward to any subsequent fiscal year and will be forfeited by the Union. Voluntary contributions of annual or sick leave may be made to the Account from Employees in those cases where the Employee donor has authorized the deduction in writing.

- B. Leave will be granted for the purpose of enabling a Union representative(s) to perform executive and administrative duties, to attend Union and professional development conferences, seminars, meetings, and other related Union activities (Union Business) provided there is an adequate balance in the Account. The Union representative(s) must not suffer a loss of wages or benefits, and the leave must be considered time worked, and must be included in the calculation of any overtime. The cost to replace the Union representative(s) position(s) shall be deducted from the Account (i.e. the replacement Employee's earned wages and overtime pay, if any). All requests must be made by a Union executive officer (i.e. President, Vice President, Secretary, or Treasurer) to the Fire Chief or his designee. The request must be reduced to writing via e-mails either on or before the day the leave will be utilized. Requests shall be made for periods of not less than twelve (12) hours, or greater than twenty-four (24) hours per Employee per shift. Requests shall not be unreasonably denied. Authorization for Leave shall be limited by the available balance in the Account.
- C. Circumstances under which the Account may be charged:
1. As defined and approved in paragraph 35.4.
 2. In emergency circumstances, as designated and requested by the Union President, or their designee.
- D. The Union President, or their designee, shall be assigned to a Regular Workweek as defined in Article 35.4 to conduct Union Business.¹ A conversion of the pay rate and accruals of a Variable Workweek Employee will occur as outlined in Article 9A.9 (Temporary Administrative Assignment) when commencing and concluding the assignment. The Union President, or their designee may utilize annual and sick leave pursuant to the provisions of this Agreement as a Regular Workweek Employee. The request must be reduced to writing via e-mail prior to the utilization of the annual or sick leave.
1. Unless otherwise stated herein, all wages, accruals, hours, terms and conditions of employment applicable to the classification held by the Union President, or their designee, prior to the commencement of his/her tenure must apply to the Employee in the position of Union President. Upon the conclusion of the Union President's, or their designee's, tenure, the Union President or designee will have the option to return to their previously held classification without prejudice to wages and benefits.
 2. The Union President, or their designee, shall be available to conduct Union Business during the same hours as the Fire Chief.
 3. The Union President, or their designee, will not be entitled to earn overtime for conducting Union Business, and their time utilized for conducting Union Business will not be considered for overtime calculations.

¹ In the FY 07 - 09 CBA, the Parties agreed to reduce the annual leave calculation variable for Employees to recompense the Employer for the release of one Union representative to a Regular Workweek position for the purpose of discharging the official representational duties of the President or their designee.

4. The Union President, or their designee, shall be exempt from the one hundred and eighty (180) day assignment requirement to Hillsborough County Fire Rescue Field Operations for the purpose of promotion.
5. Due to emergent circumstances (including but not limited to hurricanes, natural disasters, etc.), the Fire Chief may require the Union President, or their designee, to report to duty in an administrative capacity to a specified location to function in such capacity as determined by the Fire Chief.

ARTICLE 36
SAVINGS CLAUSE

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 37
PERSONNEL FILES

- 37.1 The Human Resources Department shall be considered the official repository of personnel files for Employees in the bargaining unit.
- 37.2 Any disciplinary documentation inserted into a personnel file shall be signed by and/or a copy provided the Employee.
- 37.3 The Employee shall have the right to include in his personnel file written refutation of any disciplinary documentation he considers to be detrimental.
- 37.4 The Employee shall have the right to review and copy (at his expense) his personnel file.
- 37.5 The Human Resources Department shall be the official repository for information related to the administration of this contract.
- 37.6 Hillsborough County Fire Rescue will notify the Union by fax or by electronic communication, within forty-eight (48) hours of an original public records request for an Employee's personnel file received by the department.
- 37.7 At the Union's request, the Employer shall furnish to the Union updated employment information on Employees covered by this bargaining agreement, subject to the limitations of law. The Union will submit a written request to Human Resources not more than twice per calendar year specifying the information to be provided by the Employer.

ARTICLE 38
WORKWEEK, TOUR OF DUTY, AND PAY PERIOD

38.1 **Variable Workweek.** The Variable Workweek shall be defined as a schedule consisting of twenty-four (24) hours on duty and forty-eight (48) hours off duty totaling one hundred forty-four (144) regularly scheduled hours in a three (3) week, twenty-one (21) day FLSA pay cycle

38.2 **Tour of Duty for Variable Workweek Employee.**

- A. A twenty-four (24) hour tour of duty, commencing at 8:00 a.m., shall be in effect for Employees. Each of three (3) established shifts, shall work a twenty-four (24) hour tour of duty followed by forty-eight (48) hour period off duty. Each shift, shall work a different twenty-four (24) hour tour of duty, consisting of an A, B and C-shift. Each Employee will have an "R-Day" every 7th shift. The R-Day choices shall consist of all days of the week. Employees shall bid on a R-Day each September. The Employees awarded R-Day will take effect at the beginning of the first six (6) week pay-cycle of the following calendar year. The Employees R-Day bid process shall be based solely on seniority as defined in Article 39.
- B. Due to the nature of this tour of duty schedule one shift, will be burdened with working Christmas and New Years day two years in a row. In order to relieve this burden, every leap year there will be a platoon, or shift, rotation. Prior to February 29th a schedule will be developed through Labor Management meetings for implementation. The resulting schedule will normally coincide with the end of a twenty-one (21) day FLSA pay cycle. Each shift will work eight (8) hours on the selected day, consisting of a timetable of 0800 – 1600, 1600 – 0000 and 0000 – 0800. Due to the shift rotation, Employees may receive eight (8) to sixteen (16) less paid hours in a subsequent pay period. Each Employee will be paid in accordance with the collective bargaining agreement and for all hours worked within the pay cycle.
- C. Employees will be required to work a minimum of 1728 hours on an annual basis. For calculation purposes only, the annual period will be based upon the time worked between an Employee's successive performance review dates. The calculation of hours will commence on October 1, 2018. All compensable hours worked by an Employee, along with all approved forms of leave, shall be applied in the computation of hours worked in the time period between performance review dates. Unexcused sick time of up to one hundred-twenty (120) hours may also be used in the computation of hours in the time period between performance review dates. Employees who fail to meet the minimum hour work requirement (1728 hours) will be reflected in the Employee's Performance Evaluations. In addition, for fiscal years 2019 and 2020, an employee who does not meet the minimum hour work requirement (1728) for either fiscal year will be repositioned in fiscal year 2021 into the new step plan set forth in Article 9A.4 that is nearest to their September 30, 2020 hourly wage without causing a reduction in wage. However, this employee will not receive a minimum 3% increase over the base wage that existed on September 30, 2020. For fiscal year 2022 and thereafter, the employee fails to meet the minimum hour requirement (1728) will not be eligible for their merit/Step increase. Market equity adjustments will not be affected. For PRD review periods less than one (1) year, the minimum number of hours (1728) shall be prorated for the number of full months within the shortened review period.

38.3 **Telecommunicator classifications.**

- A. The normal, but not guaranteed, schedule shall consist of two (2) consecutive days of twelve (12) hour shifts, followed by two (2) consecutive 24-hour days off. So as to exchange information the off-going shift Employees must remain on duty for an additional fifteen (15) minutes after the next shift of Employees have reported. These classifications are assigned to work an average of forty-two and nine-tenths (42.9) hours per week.
- B. Employees will be required to work a minimum of 1586 hours on an annual basis. For calculation purposes only, the annual period will be based upon the time worked between an

- Employee's successive performance review dates. The calculation of hours will commence on October 1, 2018. All compensable hours worked by an Employee, along with all approved forms of leave, shall be applied in the computation of hours worked in the time period between performance review dates. Unexcused sick time of up to one hundred-twenty (120) hours may also be used in the computation of hours in the time period between performance review dates. Employees who fail to meet the minimum hour work requirement 1586 hours will not be eligible for their next merit and/or step increase, and will also be reflected in the Employee's Performance Evaluation. Market equity adjustments will not be affected. For PRD review periods less than one (1) year, the minimum number of hours 1586 shall be prorated for the number of full months within the shortened review period.
- C. Telecommunicator classifications will bid on shifts, based on seniority in September of each year.
- 38.4 Management retains the right to alter the workweek or shift schedules, but shall not do so without two (2) weeks notice or in an arbitrary manner.

ARTICLE 39
SENIORITY

- 39.1 **Seniority.** Seniority is hereby defined as continuous service, not interrupted by resignation, dismissal, retirement or any other termination of employment with the Employer. The Fire Chief shall biannually publish post and provide to the Union a seniority list by functional section and by job classification.
1. Seniority Lists. The Fire Chief shall biannually publish post and provide to the Union a seniority list by functional section and by job classification.
 - a. **Rescue Division.** Seniority will be determined by time of employment with the Hillsborough County with no time accrual for promotions.
 - b. **Communications Division.** Seniority will be calculated by the following point values. These points will be calculated back to day one of employment. These points will be cumulative values:
 - 1.0 points for every month of continuous service with Hillsborough County.
 - 0.5 points for every month promoted to Senior Telecommunicator. (Points Start Accumulating from October 1, 2004)
 - 0.5 points for every month promoted to Telecommunications Supervisor. (Points start accumulating from October 1, 2004 and include points for the Senior Telecommunicator)

ARTICLE 40
SUBSTANCE ABUSE POLICY

40.1 Prohibited Actions and Behaviors.

- A. Except as approved in the line of duty for EMT or paramedic-certified personnel, all employees are prohibited from using, possessing, soliciting, purchasing, selling, distributing, dispensing or manufacturing a Drug; (1) while at work, when within Hillsborough County whether on or off County property; (2) at any time on County property, whether or not at work; (3) at any time in a County vehicle, whether or not at work; and, (4) at any time wearing, or otherwise, displaying a Hillsborough County logo, whether or not at work. (5) Or at any time while employed by Hillsborough County Fire Rescue, other than alcohol or prescribed medications.
- B. All employees are prohibited from reporting to work when it is determined that the Employee is Impaired.
- C. All employees are prohibited from using Hillsborough County property or their position to divert or facilitate the manufacture, distribution, sale, purchase, dispensation, possession or use of a Drug.
- D. Independent of a positive drug test, an Employee may be disciplined for (1) refusing to submit to a test; (2) alter or adulterate the sample, and/or (3) any other violation of this Article or misconduct for just cause.

40.2 Definitions.

- A. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- B. "Computer Generated Employee List" refers to the list of Employees that are to be tested during a pay-period. The Employees will be selected from a pool compiled from an aggregate total of all bargaining unit Employees covered by the collective bargaining agreements between the Union and the Employer.
- C. "Confirmation Test," "Confirmed Test," or "Confirmed Drug Test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy by using mass spectrometry/mass spectrometry (MS/MS) or GC/MS (Gas Chromatography/Mass Spectrometry).
- D. "Drugs" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- E. "Drug Rehabilitation Program" means a service provider, established pursuant to s. [397.311](#)(33), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

- F. "Drug Test" or "Test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- G. "Employee Assistance Program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. [397.311](#)(33).
- H. "Follow-up Drug Test" means drug testing that is administered to an employee as set forth herein who has returned to work after successfully completing an Employee Assistance Program, (EAP) or a Rehabilitation Program.
- I. "Impaired" means a confirmed positive drug test. Based on any testing set forth herein.
- J. "Initial Drug Test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
- K. "Medical Review Officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- L. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by s. [893.02](#) or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- M. "Reasonable-Suspicion Drug Testing" is defined as drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A report of drug use, provided by a reliable and credible source. (e.g. law enforcement agency)
 - 4. Evidence that an individual has tampered with a drug test during his or her employment with the current Employer.
 - 5. Information that an Employee has caused or contributed to an accident involving machinery or vehicle while at work.
 - 6. Information that an Employee has caused or contributed to an avoidable injury while in the workplace.

7. Evidence that an Employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the Employer's vehicle, machinery, or equipment.
- N. "Specimen" means testing urine and/or blood.

40.3 **Types of Testing.**

- A. Authority to Test – The Employer has the authority to require employees to submit to testing for the presence of Drugs as specifically as set forth in Article 40.
- B. Types of Tests – The Employer may conduct the following types of Drug Tests:
 1. Reasonable Suspicion Drug Testing – Employer may require an employee to submit to Reasonable Suspicion Drug Testing. Reasonable Suspicion Drug Testing may include the analysis of a specimen as defined herein. The decision to test for Reasonable Suspicion, the Drugs identified for testing, and the employee to be tested shall be approved by the Fire Chief, or designee. The Drugs identified for testing must be rationally related to the basis for the Reasonable Suspicion Drug Testing. If Drug Testing is conducted based on Reasonable Suspicion, the Employer shall promptly detail in writing the circumstances which formed the basis of the determination that Reasonable Suspicion existed to warrant the testing. A copy of this documentation shall be given to the Employee upon request and the original documentation shall be kept confidential by the Employer as set forth in this article. If practical, the Employer will notify a Union representative prior to having the Employee submit to a Reasonable Suspicion Drug Test.
 2. Random Drug Testing – Employees shall be subject to Routine Random-Drug Testing as follows:
 - a. Each pay-period will randomly select no more than five (5) Employees creating the Computer Generated Employee List.
 - b. Employees must be informed they have been selected no later than 11:00 a.m. of the day the testing is to be performed.
 - c. The Computer Generated Employee List shall be created by a qualified third party entity. The Union shall receive a copy of the List immediately after all Employees have completed the pay-period testing for verification purposes.
 - d. All Employees will be placed on paid administrative leave until a Confirmation Test can be performed and/or a valid result is obtained, which may include subsequent drug tests.
 - e. Employee testing shall occur on the selected employee's duty day within the same pay-period following the creation of the computer generated list.
 - f. Random Drug testing will not include the testing of Alcohol.
 3. Follow-up Drug Testing – If the employee in the course of employment enters an Employee Assistance Program (EAP) for drug-related problems, or an alcohol and drug rehabilitation program, the Employer may require the employee to submit to Follow-up Drug Testing as it relates to §40.8.A. Follow-up Drug Testing shall be administered no more than six (6) times in the twelve (12) month period from the date the employee reports back to duty, unless the EAP Counselor directs them otherwise. Follow-up Drug

Testing for the employee will be limited to the same screening test and/or procedure that resulted in the original positive test. Employees will still be subject to Random Drug Testing and this will not be considered a substitute for any required Follow-up Drug Test.

40.4 Specimen Collection Procedures, Split Sample and Cost of Testing.

- A. All specimen collection and testing for drugs shall be performed in accordance with the following procedures:
 1. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
 2. Specimen collection must be documented, and the documentation procedures shall include:
 - a. Labeling of Specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.
 - b. A form for the employee to provide any information he or she considers relevant to the test, including identification of currently or recently used Prescription or Nonprescription Medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a Drug Test. The providing of information shall not preclude the administration of the Drug Test, but shall be taken into account in interpreting any positive confirmed test result.
 - c. Specimen collection, storage, and transportation to the testing facility shall be performed in a manner that reasonably precludes the probability of contamination or adulteration of collected Specimens.
 - d. Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory.
 - e. Every specimen that produces a positive, Confirmed Test result shall be preserved by the licensed or certified laboratory that conducted the Confirmation Test for a period of at least two hundred ten (210) days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee undertakes an administrative or legal challenge to the test result, the employee shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the one hundred eighty (180) day period after written notification of a positive test result, the employee who has provided the Specimen shall be permitted by the employer to have a portion of the Specimen retested, at the employee's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
 - f. An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee shall pay the costs of any additional drug tests not required by the employer.

40.5 Laboratories Procedures & Testing.

- A. Drug testing laboratories shall be licensed by the Agency for Health Care Administration in accordance with Chapter 59A-24, Florida Administrative Code in order to collect or analyze specimens.
- B. Initial Test. The initial screen for all drugs shall be an immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology. Levels on initially screened urine specimens which are equal to or exceed the levels set forth in 59A 24.006 presumptively are positive and submitted for confirmation testing. The only specimen for alcohol testing shall be blood and the initially screened specimen shall be considered presumptively positive and submitted for confirmation testing if the level is equal to or exceeds .04.
- C. Confirmation Test. All specimens identified as presumptively positive on the initial test shall be confirmed using mass spectrometry/mass spectrometry (MS/MS) or gas chromatography/mass spectrometry (GC/MS), except that alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. Levels on confirmation testing for urine specimens which are equal to or exceed the levels set forth in 59A 24.006 shall be reported as positive. The alcohol level on confirmation testing for blood which is equal to or exceeds .04 shall be reported as positive.

40.6 Voluntary Treatment & Rehabilitation.

- A. Employees who are experiencing problems of drug abuse are strongly encouraged to voluntarily seek assistance from the Employer's Employee Assistance Program (EAP) that is available as a resource for all employee's, or from a private provider of the employee's choice and at the employee's expense.
- B. An employee's decision to voluntarily enter a treatment and rehabilitation program will not be considered a violation of this Article and used as the basis for disciplinary action provided no other action of misconduct have occurred.

40.7 Duty to Disclose.

- A. An Employee is responsible for disclosing to the Battalion Chief or Deputy Fire Marshall, any medication or prescription drug that could impair or adversely affect an Employee's ability to perform his/her job functions. As part of such notification, the Employer may require the Employee to bring a copy of the monograph issued by the pharmacy which describes possible uses, directions, precautions, drug interaction or adverse effects.
- B. The employee may be disciplined for any non-disclosure if the employee's ability to perform their job functions is adversely effected, and the use of the medication is determined to have been a contributing factor to any such impairment or adverse effect on job performance. The employee may also be disciplined for any other misconduct independent of the non-disclosure including, but not limited to, another violation of this Article.
- C. The Employer, in consultation with an appropriate medical authority, shall determine whether the employee can perform their job while taking the identified medication. If the Employer's medical authority determines that the employee cannot perform his job without impairment caused by such medication, then the employee will be prohibited from returning to work until the condition for which such medication is being taken no longer exists or use of the medication causing impairment has been discontinued. The employee may use sick leave, annual leave, or a Shift Exchange during this period of time.

40.8 Positive Drug Test Result Procedure.

A. First Time Confirmed Positive Drug Test:

1. The employee will be offered a referral to the Employee Assistance Program (EAP) or a private provider counseling and rehabilitation process for the purpose of treatment and rehabilitation by the Employer depending on the circumstances that lead to a first-time positive result.
2. When the employee is offered a referral by the Employer to treatment and rehabilitation, the employee may decline the EAP referral and elect to seek such treatment and rehabilitation through a private provider at their own expense.
3. If the employee participates in any treatment and rehabilitation option available under this Article, then the employee must agree in writing to allow the Employer to communicate with the licensed treatment and rehabilitation health professional with respect to such treatment and rehabilitation plan, the employee's progress therein, and any post treatment recommendation.
4. The employee will be placed on leave without pay while participating in EAP or a private provider counseling and rehabilitation process until the Employee is released to return to work. The Employee may utilize any available accrued annual leave, sick leave, or Shift Exchange.
5. An employee who declines an offered EAP referral to treatment and rehabilitation and who fails to elect to otherwise seek treatment, or who fails to comply with the requirements of the treatment and rehabilitation as outlined by the licensed treatment and rehabilitation health professional, will be subject to discipline up to and including termination.
6. Upon notice to the Employer by the EAP or private provider counselor releasing the Employee to return to work, the Employee will be subject to a return-to-work drug test. A negative test result must be obtained prior to an employee returning to work. The Employee must return to work within three hundred sixty-five (365) days from the date the treatment program is initiated unless otherwise agreed to by the Fire Chief or Union President. Failure to return to work in this timeframe will result in termination.
7. For those Employees tested under Reasonable Suspicion, prior to returning to work, the employee will serve a 24-hour disciplinary suspension for a First Time Confirmed Positive Drug Test unless the circumstances surrounding this test require the Employer to issue a more severe disciplinary action up to and including termination. The determination of disciplinary action may be suspended until such time as the treatment and rehabilitation process is completed; and will not be subject to any other time limits for disciplinary action.
8. Upon returning to work, the employee will be subject to Follow-up Drug Testing as defined in 40.3(B)(3).

B. Second Time Confirmed Positive Drug Test. Any employee who, after having successfully participated in a treatment or rehabilitation program referred to by the Employer, again engages in conduct that is prohibited by this Article shall be subject to termination proceedings.

40.9 **Training and Study of Substance Abuse Issues.**

- A. The Union and the Employer agree to cooperate in a joint effort to provide employees with additional information regarding testing procedures, identification of drug use, and treatment programs.

ARTICLE 41
REDUCTION-IN-FORCE

- 41.1 Because of changes in programs, lack of funds, decrease in work, or for any other legitimate reason making it necessary for the Employer to reduce the work force, a standard reduction-in-force procedure will be followed to carry out the layoff in a fair and orderly way.
- 41.2 The Employee's termination under this article is to be considered as a result of the reduction-in-force and not discipline and in no way shall affect the Employee's COBRA, unemployment compensation, and other statutory rights and benefits.
- 41.3 In the event of a reduction-in-force, the following procedure shall be adhered to:

A. **Order of Layoff.** Upon determination that a layoff is necessary a list of Employees ranked in the order in which they are to be laid off will be prepared and posted. The procedure for developing the retention register is as follows:

1. Employees in each classification will be rank ordered on a retention register on their total points according to the following schedule, with the least senior Employee listed first:
 - a. Department Seniority - department seniority is defined as 1 point for each full month of service with Hillsborough County Fire Rescue.
 - b. Veterans Preference – Six (6) points will be added to Department Seniority.
 - c. Discipline – Discipline points for each occurrence will be deducted from the total of the previous two categories according to the schedule below. In looking back on the two year period, it is agreed that the look-back will be from the date the reduction in force is officially announced.

	Written Reprimand	Suspension or Demotion
Within First Year	3	5
Within Second Year	2	3

2. Initial probationary Employees shall be laid off first and promotional probationary Employees will be returned to former class.
3. An Employee designated for layoff may be entitled to bump an Employee in a lower classification in the department, if the Employee:
 - a. is ranked higher on the retention register than the Employee to be bumped;
 - b. is qualified for the position;
 - c. is capable of performing the duties of the lower classification.

NOTE: Under no circumstances shall an Employee suffer layoff prior to any other Employee rank-ordered lower on the retention register.

4. A bumped Employee can also exercise the same bumping privilege into a lower classification

41.4 **Order of Recall.**

- A. Employees shall be recalled from layoff in reverse order of the order of their layoff provided that they are currently qualified to perform the work in the job classification to which they are recalled.
- B. Employees separated from employment shall be granted the right of first refusal at their pay grade or below for other vacant positions under the County Administrator provided they are qualified for the position. Right of first refusal shall be effective the date of layoff or reduction in grade.
- C. After 12 months the above-mentioned re-employment rights shall cease. Those rights will be extended an additional 6 months upon written request from the Employee.
- D. Recall will be made by certified mail to the last address in the Employer's records. Within fourteen (14) calendar days of the certified receipt date, laid off Employees must signify their intention of returning to work to Hillsborough County Fire Rescue.
- E. Recall will be offered to laid off Employees provided they are physically qualified to perform the duties of the job. A physical exam may be required by the Employer. A laid off Employee when offered recall who is temporarily unable to accept due to medical reasons as certified by an attending physician may request an extension of their recall not to exceed thirty (30) days.
- F. Recall from layoff shall be in the order of classification seniority.
- G. An Employee recalled within twelve (12)/eighteen (18) months shall keep the same classification seniority date as existed before the layoff.

41.5 **Benefit Status.** During the period in which an Employee remains on a preferential re-employment list, the Employee shall not receive termination payments (i.e., annual leave, sick leave and/or pension). All benefits shall cease during the layoff period. Health and life insurance may be continued at the Employee's expense.

41.6 **Employment Status.**

- A. An individual who has been laid off shall not be considered as having completely terminated from the County's employment so long as the individual remains on a preferential re-employment list. However, when an individual's name is removed from the preferential list because:
 - 1. acceptance of a County position other than the classification from which the Employee was laid off;
 - 2. rejection of an offer of re-employment;
 - 3. eighteen (18) months eligibility has expired; or
 - 4. removed due to death.
- B. The removal of the name from the lists shall constitute complete termination from employment.

41.7 Retirement/Resignation.

- A. Individuals who are identified for layoff who are eligible and choose to retire or take deferred retirement shall not be placed on preferential re-employment lists. Employees who retire or resign will be treated according to policy.
- B. For purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff shall not be credited in the calculation of benefits.
- C. Upon re-employment, the Employee shall be allowed to include all service which was creditable on the date of the layoff when computing the Employee's length of service provided that the Employee is re-employed within twelve (12)/eighteen (18) months of the effective date of layoff.
- D. The Employee's Salary Review Date is adjusted by adding the length of the layoff to the Salary Review Date held at the time the dismissal became effective.
- E. All benefits to which the Employee was entitled on the date of dismissal, and for which not otherwise compensated, are reestablished on the date of re-employment. No further benefits accrue during the actual period of the layoff.
- F. Upon returning to employment in the same classification, the Employee is given the same rate of pay held at the time of dismissal. An Employee accepting other than the same classification shall be paid in accordance with the appropriate pay grade at the minimum of the salary range unless circumstances justify some other wage.

ARTICLE 42
LOST OR DAMAGED EQUIPMENT

- 42.1. **Responsibility.** The parties agree that an Employee is responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the Employee. Lost and damaged equipment, as a result of traffic accidents, are included in the purview of this article. The parties agree that an Employee may be required to pay up to a maximum of \$250 for the actual or lost damaged equipment, but not the labor required to repair or replace said items, that is lost or damaged due to misconduct or misuse of the equipment on the part of the Employee. The amount to be paid may not exceed the value of item. Deductions of between \$25 and \$50 per paycheck will be assessed by the Employer as agreed to be the Labor-Management Committee.
- 42.2. **Determination of Cause.**
- A. The Labor-Management Committee will investigate and determine the level of responsibility of the Employee who lost or damaged the equipment.
 - B. The committee will make a recommendation regarding the appropriate level of Employee responsibility.
- 42.3. **Levels of Responsibility.**
- A. **Willful Misconduct.**
 - 1. The damage or loss of equipment was the result of willful misconduct on the part of the Employee.
 - 2. The incident may also result in disciplinary action up to and including dismissal. Consideration of the monetary fine will be considered as part of the disciplinary action.
 - B. **Failure to Take Reasonable Precaution.**
 - 1. The damage or loss of equipment was caused because the Employee failed to take reasonable precautions to prevent the incident, but no willful misconduct existed.
 - 2. The incident may result in disciplinary action including a suspension, reprimand, or re-training. Consideration of the monetary fine will be considered as part of the disciplinary action.
 - C. **Extenuating Circumstances.**
 - 1. The damage or loss of equipment was caused because the Employee failed to take reasonable precautions but extenuating circumstances existed which made the loss or damage very difficult to prevent.
 - 2. The incident may result in disciplinary action including a reprimand or re-training.
 - 3. In extenuating circumstances, the Employee will not be responsible for monetary damages.
 - a. Depreciation levels may be assigned to items that are appropriate, such as helmets, etc., but will not be reduced to a value below 50% of the replacement cost.

- 42.4. **Determination of Cause. Determination of Cause.** This article shall be an appropriate subject for discussion at Labor-Management Committee meetings, and any changes that are mutually agreed, in writing, will become effective as soon as approved by the Fire Chief. Labor management meetings will be used as the monitoring point for any pending/action review required.

ARTICLE 43
COMMUNITY RELATIONS & CHARITY WORK

(The changes contained within this Article shall become effective upon ratification.)

- 43.1 The Employer and the Union recognize the importance of public education and community service. The Employer agrees to allow fire rescue equipment and personnel to be used for said purposes in the stations first alarm area with on-duty personnel provided all traffic laws, regulations and ordinances are followed. Participation will be at the discretion of the Fire Chief or designee. The apparatus officer must ensure that the crew can readily respond within the mandates of the HCFR Policies and Procedures Manual. Activities may include, but are not limited to, fire safety presentations, school demonstrations, the MDA Boot Drive and participation in holiday activities.
- 43.2 Participation requested by the public, civic group, business or school through HCFR administration or Public Education Division will not be at the discretion of apparatus officer.

ARTICLE 44
IN-SERVICE TRAINING

- 44.1 All Employees receiving compensation for holding a State of Florida Paramedic Certification are responsible for ensuring this certification and Advanced Cardiac Life Support (ACLS) certification remain current. The Employer is not responsible for the provision of any recertification educational requirements required for either certification. However, the department will provide in-service training which may satisfy some requirements to certified personnel.
- 44.2 All Employees described above, may be required, every fiscal year, to attend up to one mandatory in-service training session.
- A. The mandatory in-service training session will be a minimum of three (3) hours and a maximum of six (6) hours.
 - B. CEUs shall be awarded for all hours attended as approved by the Medical Director.
 - C. The Employer will notify all affected Employees of the date, time and location of the mandatory in-service training at least thirty (30) days in advance.
 - D. Employees will receive due compensation as provided elsewhere in this agreement.
 - E. No disciplinary action shall ensue if an Employee is unable to participate due to authorized assignments or authorized leave. Make-up in-service training will be reasonably offered.
 - F. The Employer shall agree to accept all nationally recognized certifications (*i.e. ACLS, ITLS, PALS, CPR*) Employee will not be required to submit to any testing affiliated with said certifications, but will be required to attend mandatory in-service training that may touch on the same.
- 44.3 Mandatory in-service training will be conducted between 0800 - 1700 on dates specified by the department. Every effort will be made by the Employer to schedule the training in the morning hours. Scheduled training shall not be conducted on county recognized holidays or weekends.
- 44.4 Mileage reimbursement will be made as follows:
- A. For Employees living inside Hillsborough County, portal-to-portal mileage will be paid.
 - B. For Employees living outside Hillsborough County, mileage will be paid from the closest fire station to the Employee's county entry point to the training location and return to that same station.

ARTICLE 45
SPECIAL EVENT WORK

- 45.1. This article will apply to all bargaining unit employees who voluntarily sign up for Special Event work. Special Event Work means work performed at special events for the public that may require fire and/or paramedic services for the safety, health, and welfare of the public and will include the following criteria. Special Event Employer means an employer for whom special event work is performed.
- 45.2. **Special Event Criteria.**
- A. It is the Employee sole option to work or not work the event.
 - B. The Employer and the Special Event Employer for whom the service is being performed have a contract for the provision of fire and/or paramedic services.
 - C. The Special Event Employer compensates the Employer for hours worked by the Employee, as well as administrative fees, as applicable.
 - D. The event is outside the Employee's 's normal working hours.
 - E. Hours worked for the Special Event shall not be combined with regular hours worked by the employee for the purposes of overtime calculations. Special Event hours shall not be used in any manner as a factor for any Employer-provided benefits or accruals, whether currently provided or which may be offered in the future.
- 45.3. **Special Event Pay.**
- A. The Employer will compensate the Employee for hours worked by the Employee at Special Events, based on the compensation paid to the Employer by the Special Event Employer.
 - B. In the event the Employer enters into an agreement with a Special Events Employer not listed within this sub-article, the rates and pool eligibility will be discussed in Labor Management Committee.
 - 1. Any special event rates and pool eligibility that are mutually agreed to in Labor Management Committee will be reduced to writing and must be approved by the County Administrator.
 - 2. If a mutual agreement is not reached in Labor Management Committee regarding special event rates and pool eligibility, then the issue will be subject to collective bargaining between the parties.
 - C. Employees will be paid commensurate to the rates agreed upon within this sub-article for the specific Special Events Employer(s) listed below. Holidays are currently paid at 1.5 times the normal rate.
 - 1. **Tampa Sports Authority.**
 - a. Employees providing paramedic services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate is thirty-five dollars (\$35.00) for Paramedic for all hours worked during a Special Event that meets the above criteria.

- b. Employees providing supervisory paramedic services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate is forty dollars (\$40.00) per hour for Supervisors for all hours worked during a Special Event that meets the above criteria.

2. Fairs, Festivals, Golf Tournaments, etc.

- a. Employees providing Paramedic services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate for Paramedics is thirty-five dollars (\$35.00) per hour for all hours worked during a Special Event that meets the above criteria.
- b. Employees providing supervisory paramedic services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate for Supervisors is forty dollars (\$40.00) per hour for all hours worked during a Special Event that meets the above criteria.
- c. Employees providing telecommunicator services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate is twenty-four dollars (\$24.00) per hour for Telecommunicators for all hours worked during a Special Event that meets the above criteria.
- d. Members of the bargaining unit shall be granted first right of refusal for all special events that are covered by the Employer unless the Employer does not have a contractual relationship with the special event venue.

45.4. Special Event Pool Criteria.

- A. Paramedic Qualifications: Employees must be State of Florida Certified Paramedics and be Fire Rescue Department certified as "stand-alone." Preference will be given to all promoted paramedic officers. If insufficient promoted paramedic officers volunteer for the pool, preference will be given to seniority within shifts among non-officers.
- B. Supervisory Paramedic Qualifications: Employees must be State of Florida Certified Paramedics in the job classification of Rescue Lieutenant or higher.
- C. Telecommunicator Requirements: Employees must be a Telecommunicator classification or higher.
- D. Mandatory Special Event Employer facility orientation: Prior to eligibility for event assignment, event pool members must attend a facility orientation on their own time, if required by the Fire Chief.
- E. Voluntary Pool: Eligible Employees may volunteer to work a special event, and shall be placed in a pool of members for selection.

45.5. Special Event Sign Up Process. Special Events will be noticed to pool members via County email with a response deadline.

- A. Special Event Work Assignments will be determined for selection by the Fire Chief or designee from the eligible pool. Only in the event sufficient or position specific coverage does not exist, the Fire Chief or designee may approve the selection of other qualified Fire Rescue personnel. Rescue Lieutenants in the Special Event Pool will be fairly and equitably rotated through the Supervisory Assignment for regular recurring events such as Buccaneer Football Games, concerts, USF Football Games, etc. For unique high profile events the Fire Chief

shall have discretion to select supervisory personnel Rescue Lieutenants deemed to be most experienced and qualified. Efforts will be undertaken to allow all pool personnel to shadow in the supervisory role to gain experience.

- B. Once an Employee has signed up for and accepts a Special Event assignment, it is the Employee's sole responsibility to work the event. If the Employee is unable to fulfill his or her obligation after accepting a Special Event assignment, it will be the Employee's sole responsibility to find their own coverage from the primary pool members. The replacement must meet all of the Special Event Pool Criteria. The replacement's name and badge number must be provided to the Special Event coordinator at least twelve (12) hours in advance of the designated reporting time of the Special Event. Failure to report for the accepted Special Event, or a qualified replacement's failure to report to the event on the accepting Employee's behalf, will result in a one (1) year removal of the accepting Employee from the Special Event Pool.

Similarly, Employees are responsible for prompt attendance. An accepting Employee's tardiness, or that of their intended replacement, on two separate occasions within a one-year period will also result in a one (1) year removal of the accepting Employee from the Special Event Pool.

- C. An Employee who works a Special Event may be subject to departmental disciplinary action for any misconduct associated with the Special Event work.
- D. This article shall be an appropriate subject for discussion at labor management committee meetings, and changes that are mutually agreed to in writing will become effective as soon as approved by the County Administrator and ratified by the membership.

PARA/TELE

On behalf of the Hillsborough County Board of County Commissioners and the International Association of Firefighters, Local 2294, the aforementioned agreement has been duly executed this 8th day of November, 2018


FOR HILLSBOROUGH COUNTY:


Mike Merrill
County Administrator

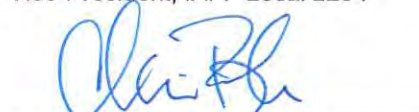

Rudin E Haidermota
Chief Negotiator


Ivey Martin
Talent Solutions Division Director

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS:

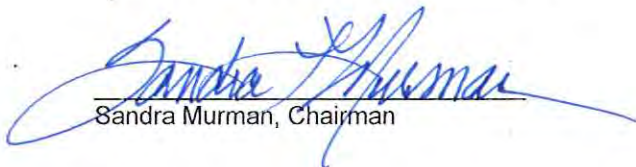

Derrik Ryan
President, IAFF Local 2294

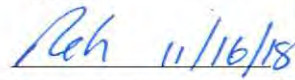

Jose Prado
Vice-President, IAFF Local 2294


Christopher Boles
Treasurer, IAFF Local 2294



Christopher Stegmeier
Secretary, IAFF Local 2294

FOR HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS:


Sandra Murman, Chairman

Approval	Date
County Attorney 	11/16/18

ATTEST: Pat Frank
Clerk of the Circuit Court

By: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 18-1323



EXHIBIT A

PROMOTION MATRIX

(Promotion from Paramedic to Rescue Lieutenant)

PARAMEDIC		RESCUE LIEUTENANT
STEP 4 or lower	➔	STEP 1
STEP 5	➔	STEP 2
STEP 6	➔	STEP 3
STEP 7	➔	STEP 4
STEP 8	➔	STEP 5
STEP 9	➔	STEP 6
STEP 10	➔	STEP 7
STEP 11	➔	STEP 8
STEP 12	➔	STEP 9
STEP 13	➔	STEP 10
STEP 14	➔	STEP 11

EXHIBIT B
FY 2019 STEP PLAN

Effective October 1, 2018

Paramedics

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Paramedic	16.62	17.28	17.98	18.69	19.44	20.22	21.04	21.88	22.76	23.67	24.61	25.59
Rescue Lieutenant	19.93	20.74	21.57	22.44	23.34	24.27	25.24	26.25	27.30	28.39	29.52	

EXHIBIT C
FY 2020 STEP PLAN

Effective October 1, 2019

Paramedics

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Paramedic	17.45	18.14	18.88	19.62	20.41	21.23	22.09	22.97	23.90	24.85	25.84	26.87
Rescue Lieutenant	20.93	21.78	22.65	23.56	24.51	25.48	26.50	27.56	28.67	29.81	31.00	

EXHIBIT D.1R
FY 2021 CONVERSION TO 3.5% STEP PLAN

For initial repositioning October 1, 2020

Paramedics

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Paramedic	17.45	18.06	18.69	19.34	20.02	20.72	21.45	22.20	22.98	23.78	24.61	25.47	26.36	27.28
Rescue Lieutenant	20.93	21.66	22.42	23.20	24.01	24.85	25.72	26.62	27.55	28.51	29.51	30.54	31.61	

EXHIBIT D
FY 2021 CONVERSION TO 3.5% STEP PLAN

Effective October 1, 2020

Paramedics

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Paramedic	17.97	18.60	19.25	19.92	20.62	21.34	22.09	22.87	23.67	24.49	25.35	26.23	27.15	28.10
Rescue Lieutenant	21.56	22.31	23.09	23.90	24.73	25.60	26.49	27.42	28.38	29.37	30.40	31.46	32.56	

EXHIBIT E
FY 2019 - FY 2021 TELECOMMUNICATOR WAGES

Effective October 1, 2018

Job Titles	Min	Max
Telecommunicator	17.25	29.50
Senior Telecommunicator	19.43	33.27
Telecommunications Supervisor	21.60	35.32