

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY BOCC

AND

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

SUPPRESSION UNIT

October 1, 2018 to September 30, 2021

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	4
ARTICLE 2 DURATION OF THE AGREEMENT.....	5
ARTICLE 3 INTERIM BARGAINING.....	6
ARTICLE 4 MANAGEMENT RIGHTS.....	7
ARTICLE 5 PROHIBITION OF STRIKES	9
ARTICLE 6 RECOGNITION	10
ARTICLE 7 PAYROLL DEDUCTION OF DUES.....	11
ARTICLE 8 NON-DISCRIMINATION	12
ARTICLE 9A WAGES	13
ARTICLE 9B INCENTIVES	17
ARTICLE 9C BENEFITS	21
ARTICLE 10 OVERTIME	25
ARTICLE 11 CALL BACK.....	27
ARTICLE 12 SHIFT EXCHANGE	28
ARTICLE 13 HOLIDAY PAY	30
ARTICLE 14 WORKERS' COMPENSATION.....	32
ARTICLE 15 BEREAVEMENT LEAVE	34
ARTICLE 16 CIVIC LEAVE	35
ARTICLE 17 ANNUAL LEAVE VACATION	36
ARTICLE 18 SICK, EMERGENCY & NEWBORN LEAVE.....	40
ARTICLE 19 LEAVES OF ABSENCE	45
ARTICLE 20 PROFESSIONAL LEAVE	47
ARTICLE 21 INITIAL PROBATIONARY PERIOD AND CONDITIONS OF EMPLOYMENT	48
ARTICLE 22 PERFORMANCE EVALUATION.....	51
ARTICLE 23 ALLOWANCES AND REIMBURSEMENTS.....	52
ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE.....	53
ARTICLE 25 INVESTIGATIONS / INTERVIEWS AND UNION REPRESENTATION	56
ARTICLE 26 VACANCIES AND PROMOTIONS.....	58
ARTICLE 27 OPERATOR INSURANCE – LIABILITY	70

ARTICLE 28 POLICIES AND PROCEDURES.....	71
ARTICLE 29 STATION ACCOMMODATIONS	72
ARTICLE 30 SAFETY AND HEALTH & WELLNESS.....	73
ARTICLE 31 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT.....	75
ARTICLE 32 INDEMNIFICATION	77
ARTICLE 33 SCHOOLING AND EDUCATION.....	78
ARTICLE 34 WORKING OUT OF CLASSIFICATION.....	80
ARTICLE 35 LABOR RELATIONS.....	82
ARTICLE 36 SAVINGS CLAUSE	85
ARTICLE 37 PERSONNEL FILES.....	86
ARTICLE 38 WORKWEEK, TOUR OF DUTY, AND PAY PERIOD	87
ARTICLE 39 SENIORITY	89
ARTICLE 40 SUBSTANCE ABUSE POLICY	90
ARTICLE 41 REDUCTION-IN-FORCE	96
ARTICLE 42 LOST OR DAMAGED EQUIPMENT.....	99
ARTICLE 43 COMMUNITY RELATIONS & CHARITY WORK	101
ARTICLE 44 IN-SERVICE TRAINING.....	102
ARTICLE 45 SPECIAL EVENT WORK.....	103
EXHIBIT A.1 PROMOTION MATRIX	107
EXHIBIT A.2 PROMOTION MATRIX	109
EXHIBIT B SUPPRESSION.....	111
EXHIBIT C SUPPRESSION	112
EXHIBIT D1R SUPPRESSION	113
EXHIBIT D SUPPRESSION.....	114

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.

SUPPRESSION

- 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

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 in the classifications of Firefighter, Driver/Engineer, Company Fire Captain, Fire Inspector, Fire Rescue Training Officer, and all classifications of Fire Medics, as certified by the Public Employees Relations Commission (PERC), in its certification number 190 issued January 15, 1976 (No. 8H-RA-756-1199), clarified: 5 FPER ¶ 10157 (1979), amended 14 FPER ¶ 19068 (1988), amended 17 FPER ¶ 22317 (1991), clarified 24 FPER ¶ 29291 (1998), and as otherwise amended.

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 pay plan in EXHIBIT B shall become effective. On October 1, 2019 (FY 2020), the pay plan in EXHIBIT C shall become effective. On October 1, 2020 (FY 2021), the pay plan in EXHIBIT D shall become effective.
- B. The pay plan is intended to constitute the status quo upon expiration of this Agreement; annually, thereafter, all Employees shall receive a performance increase of one step, at the beginning of the fiscal quarter in which their Performance Review Date falls, if that Employee has attained an overall rating of successful or better. The performance increase is not to exceed the maximum of the Employee's pay-range.

9A.2 FY 2019 Wages.

- A. 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.

9A.3 FY 2020 Wages.

- A. 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.

9A.4 FY 2021 Wages.

- A. Repositioning. Effective October 1, 2020 (FY 2021), the Employer will "reposition" the Employees into the new Step Plan (EXHIBITS D.1R) by placing each employee in the step which results in a minimum 3.0% increase over the base wage that existed on September 30, 2020 unless otherwise specified in this agreement. An Employee in the top step of a range on September 30, 2020, who receives less than the minimum 3% repositioning adjustment, will receive the balance of the 3% as a one-time lump sum payment.
- B. Market Adjustment. On October 1, 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 reflect the 3% market adjustment over the repositioning represented in EXHIBITS D.1R.

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.
 - 1. An Employee's Performance Review Date adjustment will be in accordance with the following:
 - a. 0 – 90 days (same quarter of existing PRD)
 - b. 91 – 180 days (quarter following PRD)
 - c. 181 – 270 days (2nd quarter following PRD)
 - d. 270 – 364 days (3rd quarter following PRD)
 - e. 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, unless otherwise specified in 9A.7, Lateral Transfer.
- B. 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.1 & A.2.
- C. 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.1 & A.2.
- D. A Promotional Probation Period shall be defined as one (1) year from the Employee's Promotion date.
- E. 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 Lateral Transfer.

- A. A Lateral Transfer is defined as the movement of an employee from a position in one classification to a position in another classification having a similar degree of responsibility and a similar pay grade.
- B. Employees requesting a Lateral Transfer within this bargaining unit, as defined below, must meet the classification's minimum eligibility requirements in accordance with Article 26, Vacancies and Promotions. An Employee's movement between the following classifications will be considered a Lateral Transfer and the Employee's annual income will not be affected:
 - 1. Firemedic I to Firefighter applies to those hired prior to January 1, 1997, (See 9B.1)
 - 2. Driver Engineer (paramedic) to Lieutenant

3. Lieutenant to Driver Engineer (paramedic)
 4. Firemedic IV to Driver Engineer (paramedic) – Employee's pay will be redlined if above the maximum of the Driver Engineer pay grade with paramedic pay.
 5. Driver Engineer to Inspector I
 6. Inspector I to Driver Engineer - applies to those who previously held the Driver Engineer rank
 7. Captain to Inspector II or Fire Investigator
 8. Inspector II or Fire Investigator to Captain – applies to those who previously held the Captain rank
 9. Inspector to Arson Investigator or reverse
 10. Captain to Fire Rescue Training Officer
 11. Fire Rescue Training Officer to Captain – applies to those who previously held the Captain rank
- C. Employees shall serve a one (1) year conditional probationary period in the new classification. The Employee receives no increase in salary as a result of the Lateral Transfer and retains the same performance review date. Employees on conditional probation period are eligible to receive merit increases on their performance review date as bargained.
- D. Employees who are unsuccessful in completing the one (1) year conditional probationary period in the new classification will be returned to their former classification.

9A.8 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, unless otherwise specified in 9A.7, Lateral Transfer. 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.9 Temporary Administrative Assignment.

- A. Except as provided elsewhere herein (i.e. Article 19.4, Leaves of Absence) variable workweek employees may voluntarily agree to a temporary administrative assignment. Such temporary assignments will not exceed one hundred eighty (180) days in duration, and the employee will maintain their variable workweek pay, including holiday pay.
- B. Temporary assignments that exceed, or are expected to exceed one hundred eighty (180) days will result in a conversion of pay, excluding holiday pay. The employee's hourly rate will be converted by multiplying their variable workweek hourly rate by 2496 then dividing by 2080. This calculation will be repeated for any action serving to increase the variable workweek step hourly rate (performance review date, promotion, market equity increases, etc.) that occurs while the Employee is in the Temporary Assignment.
1. Conversion of vacation and sick accruals will occur according to the following calculation:

SUPPRESSION

- a. 48-hour workweek to 40-hour workweek, multiply accrual balances by 0.83333. In example: a 1000 hour balance would be converted to 833.33 hours.
- C. Employees returning to a variable workweek schedule will be placed at the step they would have attained had they not accepted the temporary assignment. This can be determined by taking their 40-hour hourly rate, multiplying it by 2080, then dividing by 2496. Upon the employees return to a variable workweek schedule, holiday pay will be reestablished.
 1. Conversion of vacation and sick accruals will occur according to the following calculation:
 - a. 40-hour workweek to 48-hour workweek, multiply accrual balances by 1.2000. In example: a 1000 hour balance would be converted to 1200.00 hours.
- D. The Fire Chief or his designee will consider the following in determining placement in temporary assignments:
 1. If filling a vacant position, preference will be given to the employee who meets the minimum requirements of the classification being filled, as outlined in Article 26.
 2. If filling a vacant position, and no qualified candidates are available, preference will be given to the employee who most closely meets the requirements.
 3. If assigned to a special project, any employee who has the knowledge, skills and ability may be considered.

ARTICLE 9B
INCENTIVES

9B.1 Dual Certification Incentive.

A. Definitions:

1. Dual Certified - An Employee who possesses and maintains both a State of Florida certification as a Firefighter and a State of Florida certification as a Paramedic.
 2. Dual Capacity - A Dual Certified Employee who is considered capable of functioning as a Firefighter and as a Paramedic and has successfully completed the orientation process for firefighter and the orientation process for a paramedic.
 3. Paramedic Optional - All Employees hired by the former Hillsborough County Fire Department who have voluntarily acquired a paramedic certification. Paramedic certification will not be considered a condition of employment for these Employees or for any Employee promoted to the position(s) of Driver Engineer, Captain, Inspector or Training Officer.
 4. Paramedic Mandatory - All Employees who occupy the position of Fire Medic I, Lieutenant or Fire Medic IV. For such Employees, Paramedic certification is a condition of employment.
- B.** The Fire Chief, at his or her sole discretion, may temporarily transfer or reassign dual certified bargaining unit Employees who have temporarily lost their Fire or Paramedic certification. This reassignment (i.e. temporary transfer) must be to another position for which the employee would otherwise be qualified, and will carry a reduction in pay in an amount that is solely determined by the Fire Chief, but any such reduction shall not exceed the maximum pay amount for any certification referenced in 9B.1e. The reassignment as described herein shall not exceed a period of nine (9) months as long as the certification is restored during that time. A reassignment in the Fire Chief's sole discretion will not set a precedent for any other reassignment.
- C.** Dual Certified Employees may be eligible for Dual Certification Incentive pay. In order to receive this incentive, the Employees must either train paramedics, supervise paramedics or function in a Dual Capacity.
- D.** Employees hired prior to January 1, 1997, who wish to become Paramedic Optional Employees and who wish to begin functioning as paramedics will be required to successfully complete the rookie paramedic evaluation process outlined in Article 21 to receive the Dual Certification Incentive.
- E.** Employees may not receive both the EMT Incentive and the Dual Certification Incentive concurrently. Paramedic optional Employees who choose NOT to function as paramedics may use a valid State of Florida paramedic certification to receive EMT incentive.
- F.** Employees occupying any classification of Fire Medic will not receive the Dual Certification Incentive as this amount has been built into their pay range. The Dual Certification Incentive for Paramedic Optional Employees will be paid as follows:

Variable Workweek	Regular Workweek
\$2.40/Hr.	\$2.88/Hr.

9B.2 Pay Incentive for Emergency Medical Technician.

All Employees who possess and maintain a valid State of Florida EMT certificate will receive an EMT Incentive of \$60.00 per two-week pay period. Employees may not receive both the EMT Incentive and the Dual Certification Incentive.

9B.3 Special Operations Division Incentives.

- A. Employees will be selected and assigned to the Special Operations Division in accordance with department policies and procedures. Assignment to the Hazardous Incidents Team, Heavy Rescue Team or Medical Special Operations Team will require the Employee to become medically monitored. The Employer may provide training to Employees assigned to the Special Operations Division in one of three (3) methods: "off-duty" (Employees will be compensated in accordance with Article 10), "on-duty shift" (following the Employee's shift schedule), or "on-duty 40 hour" (following a 40-hour workweek schedule). Employees must not suffer any loss of pay for their participation in the Employer provided training.
- B. Employees assigned to a Special Operations Team shall be provided the opportunity to attend and obtain the necessary training for the Team they are assigned within six (6) months from date of assignment by the Employer. Those Employees who have not received the necessary training for the Team assigned will commence receiving assignment pay the first pay-period following the expiration of the six (6) month time period. Under these circumstances, the Employee will receive incentive pay only for the primary Team that the Employee is assigned, no other adjunct Team, unless the Employee is or has been operating on another adjunct Team.
- C. Employees assigned to any of the Teams who are designated as a, *Special Operations Candidate*, and who have received the requisite training will receive assignment incentive pay of \$85.00 each two-week pay period.
- D. Employees assigned to any of the Teams who are designated as a, *Transitional Technician*, as determined by the Special Operations Chief, will be eligible for assignment of \$85.00 each two-week pay period.
- E. Any Hazardous Incidents Team, Heavy Rescue Team or Medical Special Operations Team member who meets the qualifications of all three (3) programs in accordance with department policies and procedure will be eligible for all incentive pay.
- F. **Pay Incentive for Hazardous Incident Team (HIT).** Assignment to the HIT will require the Employee to obtain certification as a Hazardous Incident Technician. Employees assigned to the HIT will receive \$85.00 each two-week pay period. The Hazardous Incidents Team must consist of at least thirty (30) Employees comprised of a minimum of six (6) Captains, six (6) Driver Engineers, and eighteen (18) Firefighters or Firemedics.
- G. **Pay Incentive for Heavy Rescue Team (HRT).** Assignment to the HRT will require the Employee to become department certified in the NFPA Rope Technician, Confined Space Technician and Trench Technician competencies. Employees assigned to the HRT will receive \$85.00 each two-week pay period. The Heavy Rescue Team must consist thirty (30) Employees comprised of a minimum of six (6) Captains, six (6) Driver Engineers, and eighteen (18) Firefighters or Firemedics.
- H. **Pay Incentive for Medical Special Operations Team (MSOT).** Assignment to the MSOT will require the Employee to obtain department training as a Medical Specialist. Employees who have been assigned as a Medical Specialist and have obtained the competencies and certification required for MSOT will receive \$85.00 each two-week pay period. The Medical

Special Operations Team must consist of at least twenty-four (24) Employees comprised of a minimum of three (3) Lieutenant/Firemedic IVs and nine (9) Firemedic Is in the station where the Special Operations Rescue is quartered; and three (3) Captains or Driver Engineers and nine (9) Firemedic Is in the station where the Hazardous Incident Team is quartered. Assignment to the MSOT will be determined by department policies and procedures and the Special Operations Chief.

- I. **Pay Incentive for Marine Operations Unit (MOU).** Assignment to the MOU will require the Employee to obtain Technician Level Flood Water Rescue certification and obtain a Florida State Safe Boaters license. Employees assigned to the MOU will receive \$85.00 each two-week pay period. The Marine Operations Unit must consist of at least fifteen (15) Employees comprised of a minimum of three (3) Captains, three (3) Driver Engineers and nine (9) Firefighters or Firemedics.
- J. **Pay Incentive for Medical Emergency Response Team (MERT).** The Employer will provide Medical Emergency Response Team (MERT) assignment incentive pay of \$85.00 per two-week pay period. The Medical Emergency Response Team must consist of at least twelve (12) Employees comprised of a minimum of three (3) Lieutenant/Firemedic IV's and nine (9) Firemedics I's.
- K. **Pay Incentive for Self Contained Breathing Apparatus (SCBA) Technician/Air Supply.** Assignment to Air Supply Operations will require the Employee to become factory certified by the department's SCBA vendor, assigned to the air truck and be checked off and trained to operate the department's air supply apparatus. Employees assigned as a SCBA Technician will receive \$85.00 each two-week pay period. The Air Supply Operations must consist of at least six (6) Driver Engineers.

9B.4 Pay Incentive for Arson Investigator.

The Employer will provide Arson Investigator assignment pay of \$85.00 per two-week pay period to at least four (4) Fire Inspectors who have and maintain law enforcement certification and are assigned as Arson Investigators.

9B.5 Pay Incentive for Truck Company Assignment.

- A. Assignment to a Truck Company will require the Employee to attend department provided courses specific for Truck Company operations as determined by the Special Operations Chief. These courses will be provided to the assigned personnel of the Truck Company and Engine Company quartered in the same station. Employees who are currently assigned to a Truck Company will receive \$85.00 each two-week pay period.
- B. Employees assigned to a Truck Company shall be provided the opportunity to attend and obtain the necessary training within six (6) months from date of assignment by the Employer. Those Employees who have not received the necessary training for the Truck Company will commence receiving assignment pay the first pay-period following the expiration of the six (6) month time period.
- C. The Employer may provide training to Employees assigned to a Truck Company in one of three (3) methods: "off-duty" (Employees will be compensated in accordance with Article 10), "on-duty shift" (following the Employee's shift schedule), or "on-duty 40 hour" (following a 40-hour workweek schedule). Employees must not suffer any loss of pay for their participation in the Employer provided training.
- D. Employees assigned to the station where the Heavy Rescue Team is quartered are not eligible for the Truck Company incentive.

E. Employees not assigned to a Truck Company shall be provided one dollar (\$1.00) per hour of set time while occupying and staffing a position on the Truck.

9B.6 Pay Incentive for Lieutenants.

The Employer will provide Employees who are promoted to Lieutenant, and are assigned to a Rescue or Squad, assignment pay of \$100.00 per two-week pay period.

9B.7 Assignment Evaluation.

The Union and the Employer will use the labor management process to develop an evaluation system for special assignment positions that receive incentive pay. Removal from assignment will be based on the formal evaluation process. Personnel reassigned as a result of the evaluation process shall no longer be entitled to receive assignment incentive. Reassignment based on this process shall not be a grievable matter.

9B.8 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, 2009 to September 30, 2011 Collective Bargaining Agreement was paid to employees based on length of service, and not performance. This language is set forth below:

9B.9 LONGEVITY BONUS: *To recognize service to the County, an annual lump sum longevity bonus will be paid to eligible employees of this bargaining unit as part of their first paycheck in December. Incentives will be based on the following service:*

Continuous Classified Service as of November 30

<i>Longevity</i>	<i>Bonus</i>
<i>10 years but less than 15 years</i>	<i>\$200</i>
<i>15 years but less than 20 years</i>	<i>\$250</i>
<i>20 years or more</i>	<i>\$300</i>

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

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.

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 longevity bonus for each fiscal year of this contract, upon the County Administrator reaching such a determination, based on the same eligibility standards as if the longevity bonus outlined in Article 9B.9 of the prior contract (Fiscal Years 2012-2014) 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 for Variable Workweek Employees (computed at up to ninety-six (96) hours per pay period) and 2080 hours for Regular Workweek Employees (computed at up to eighty (80) hours per pay period). Employees must have an open Deferred Compensation Account to receive this compensation. Hourly pay rate for purposes of 9C.1, 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.
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 Union Disability Plan.

- A. Effective the first full month after ratification, the Employer will reimburse the union for the cost of the premium for each Sick Plan A bargaining unit Employee covered under the Union-sponsored disability plan. The Employer will remit monthly to I.A.F.F. Local 2294 an amount equal to the total premium for that month. The I.A.F.F. Local 2294 representative shall provide proof of remittance to the County.
- B. Upon mutual agreement of the Employer and Union, all Sick Plan A Employees will be transferred to the Employer's short-term disability plan.

9C.3 Health Insurance. A representative of the bargaining unit may attend the meetings of the Countywide Insurance Committee.

9C.4 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 Fiscal Year 2015 and for each Fiscal Year thereafter.
- 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.5. 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
Vision Insurance
Dental Insurance
Flexible Spending Account
Deferred Compensation Account subject to limits imposed by federal law

2. After Tax Benefits

Life Insurance
Long Term Disability for Sick Plan A Employees
Cash

9C.6. 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, including paramedic certification incentive when applicable, 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.7. Sick Plan B Benefits. The following benefits will be provided to Employees in Sick Plan,

- 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, including paramedic certification incentive when applicable, 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.8. 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 Firefighter 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.

9C.9 Post Employment Health Plan.

- 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.9 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

SUPPRESSION

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.9.

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 2496 hours for Variable Workweek Employees (computed at up to ninety-six (96) hours per pay period) and 2080 hours for Regular Workweek Employees (computed at up to eighty (80) hours per pay period).

ARTICLE 10
OVERTIME

- 10.1 **Variable Workweek Schedule.** Employees assigned to a Variable Workweek schedule must work in excess of one hundred and forty-four (144) hours in the established twenty-one (21) day overtime calculation period in order to be eligible for overtime pay that must be in an amount equaling one and a half times the Employee's hourly rate of pay. 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.
- A. All Incentive pays, cafeteria benefits, and other compensation received from the Employer will be included in the overtime rate and shall be referred to as the "blended rate." Holidays and deferred compensation are paid as a separate premium and are not included in the "blended rate". It is the intent of the parties that section 7K of the Fair Labor Standards Act, as amended, shall be applicable.
- B. Holdover hours, defined as an Employee being held beyond the end of their regularly scheduled shift for the performance of their regular job duties, performing off-duty specialty training or deployed to a multi-day incident outside Hillsborough County shall be considered hours worked in excess of one hundred and forty-four (144) and will be compensated at their overtime rate, regardless of actual hours worked within the twenty-one (21) day overtime calculation period.
- 10.2 **Regular Workweek Schedule.** Employees assigned to a Regular Workweek schedule must work in excess of forty (40) hours in the seven (7) day overtime calculation period in order to be eligible for overtime pay that must be in an amount equaling one and a half times the Employee's hourly rate of pay. 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.
- 10.3 Regardless of the work schedule in 10.1 or 10.2 above, sick leave utilized by the Employee is time not worked occurring within the (21) day overtime calculation period, and will not be included in the calculation of overtime but paid at the straight time rate.
- 10.4 The Employer may require an Employee to work involuntary mandatory overtime. If an Employee is placed on the involuntary mandatory overtime list, the Employee shall be paid for the actual time worked and at a minimum the Employee shall be compensated for three (3) hours of pay at their overtime rate.
- 10.5 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.
- 10.6 Utilization of overtime and selection of personnel to work overtime shall be done at the discretion of the Employer in accordance with department policy and procedures.
- A. **Unscheduled Absences.** The primary method for the filling of overtime requirements for unscheduled absences will be on a rank-for-rank basis. Only in those circumstances when the overtime requirement cannot be filled by an Employee of the same rank, eligible Employees of the next lower rank shall be offered the overtime.
- B. **Scheduled Absences.** The primary method for the filling of overtime requirements for scheduled vacancies will be filled by utilizing available Employees of the next lower rank. Any vacancies remaining to be filled will be offered according to 10.6a.
- C. Individuals released prior to the end of their overtime shift will be released on a last hired/first-released basis as long as operational needs are met.

SUPPRESSION

- 10.7 Personnel deployed outside of Hillsborough County to an incident requiring a 24/7 on call status shall be compensated hour for hour for the time in the operational area, this excludes time where the Employee is on their own and not subject to call.

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 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 their 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.
- 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.

SUPPRESSION

- 12.5 Employees who receive an unsatisfactory performance evaluation (below 70), are on their initial probation, or are on PIP, shall only be eligible for forty-eight (48) hours of Shift Exchange each month, at the discretion of the Fire Chief or his/her designee. This limitation will be removed only after the employee has received a successful quarterly evaluation, completes thier initial probationary period or has been 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 Article 14 and Article 19, respectively.

ARTICLE 13
HOLIDAY PAY

13.1 Variable Workweek Employees.

- 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. Variable workweek Employees will be paid 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.
- C. Variable workweek 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. Variable workweek Employees hired on or after July 1 of a calendar year will not be paid for floating holiday. All Variable Workweek 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. 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 floating holidays at the time of resignation or retirement in lieu of payment in December of that same calendar year.
- D. 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 Forty (40) Hour Workweek Employees.

- A. Employees who work a 40-hour workweek (Regular Workweek) will observe the ten (10) holidays as set by the Hillsborough County Board of County Commissioners. 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.
- B. Regular workweek Employees hired on or prior to June 30 of a calendar year will be paid for one (1) floating holiday. Employees may designate the day that the floating holiday will be observed. Payment, at the straight-time hourly rate of pay being earned on the day designated, will be made during that payroll period. Floating holidays not used during the calendar year earned will not be carried over to the next calendar year and are forfeited. Regular workweek Employees hired on or after July 1 of a calendar year are not eligible for a floating holiday in that calendar year. All Regular Workweek Employees on the payroll as of December 31 in any calendar year will be eligible for two (2) floating holidays in the next calendar year when the Employee has received regular pay at any time during the next calendar year.
- C. No payment for holidays is authorized unless the Employee was in a paid status (e.g. - present for work, or on sick or vacation leave) on the regularly scheduled workday immediately before or immediately following the holiday. An Employee is not entitled to and will not receive holiday pay for a holiday that occurs while in a non-pay status.

SUPPRESSION

- D. A forty (40) hour-per-week Employee who is required to work on a designated holiday may elect one of the following options: (1) Payment of eight (8) hours of holiday pay at the Employee's straight-time hourly rate, in addition to the pay for all regular hours worked on the holiday; or (2) an alternate eight-hour day of compensatory time at the Employee's straight-time hourly rate on a date mutually agreed with the Fire Rescue Chief, or his designee, in addition to the pay for all regular hours worked on the holiday.
- 13.3 The Employer shall grant the same Holiday Schedule, comprised of the same federal and local holidays, to Employees covered by this agreement, as are granted to other county Employees. Payment or usage will be governed by 13.1 or 13.2 above.

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. 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).

- A. 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.
- B. Employees who have not reached MMI and/or have not been cleared for a Modified Duty Assignment, but who have exhausted their twelve (12) month 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.
- C. 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) month 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:

SUPPRESSION

- 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. 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 their 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 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. "Variable Workweek Employees" shall be defined as Employees working a schedule 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.
- B. "Regular Workweek Employees" shall be defined as Employees working a schedule Monday through Friday for a total of forty (40) hours per calendar week or eighty (80) hours per fourteen (14) day pay period.
- 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 Variable Workweek Employees.

- 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 Regular Workweek Employees.

- A. Employees will be granted forty (40) 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.

15.4 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 **General.** It is the intent of the Employer that annual leave should accrue and be used in proportion to the regular forty (40) hour workweek. Accrual rates are for hours worked, including sick and/or annual leave used. Accruals will not occur while in a no-pay status.
- 17.2 **Annual Leave Accrual Rates.**
- A. 48-hour variable workweek. Accumulation of annual leave shall be computed each pay period by multiplying ninety-six (96) hours times the decimal factor in the following schedule.
1. For less than five full years of continuous classified service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0409.
 2. For five or more, but less than ten, full years of service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0505.
 3. For ten or more, but less than fifteen full years of service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0697.
 4. For fifteen or more years of such service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0889.
- B. 40-hour regular workweek. Accumulation of annual leave shall be computed each pay period by multiplying eighty (80) hours times the decimal factor in the following schedule.
1. For less than five full years of continuous classified service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0423.
 2. For five or more, but less than ten full years of service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.05.
 3. For ten or more, but less than fifteen full years of service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0616.
 4. For fifteen or more years of such service, Employee's paid hours in a pay-period will be multiplied by a factor of 0.0799.
- 17.3 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.
- 17.4 **Vacation Required (VREQ).** All variable workweek Employees shall be required to use a minimum fifty-four (54) hours of annual leave each benefit year. All regular workweek Employees shall be required to use a minimum of forty-eight (48) hours of annual leave each benefit year. If the Employee uses less annual leave than the amount required herein, then the required amount of annual leave not taken shall be lost. (For example, a regular workweek Employee who uses only forty (40) hours of annual leave in the Employee's benefit year would lose eight (8) hours of annual leave at the end of that benefit year. The required balance is denoted on Employees' paychecks on the VREQ line and this balance must be exhausted by the Employees' Benefits Date. Used annual leave hours will be deducted from the VREQ, including hours donated to the Union Leave Account. The VREQ hours will renew annually on the Employees' Benefits Date.

- 17.5 No Employee shall be considered eligible for vacation with pay until he has satisfactorily completed the initial period of probation following original employment or following a break in service. Employees serving an initial probation shall have two years from the Employee's date of hire to use VREQ for both years. No Employee released from employment for failure to satisfactorily complete probation shall be eligible for a pay out of annual leave accruals.
- 17.6 The number of vacation slots available for variable workweek Employees shall be computed annually before the bidding for vacation begins. The formula used is:

Number of Employees Eligible For Vacation Bid	Number of Slots
912 TO 955	22
956 TO 999	23
1000 TO 1043	24
1044 TO 1087	25
1088 TO 1131	26
1032 TO 1175	27

NOTE: On January 1, 2000 a "snapshot" of annual leave balances for all bargaining unit Employees was taken

17.7 Maximum Annual Leave Accruals.

- A. All variable workweek Employees who had a "snapshot" of fewer than 421 hours, and all variable workweek Employees who were hired on or after January 2, 2000 will have a maximum annual leave accrual cap of 421 hours. All regular workweek Employees who had a "snapshot" of fewer than 320 hours, and all regular workweek Employees who were hired on or after January 2, 2000 will have a maximum annual leave accrual cap of 320 hours.
- B. All other Employees with an annual leave balance "snapshot" greater than 421 or 320 hours on January 1, 2000 will have that amount of annual leave established as their maximum annual leave accrual cap for the duration of employment with the Employer.

17.8 Other Separation of Employment.

- A. Upon retirement including Deferred Retirement Option Plan (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. The payment for any annual leave accruals shall be in addition to the payment of regular wages and other benefits through the last day worked.
- B. Payment for accrued annual leave will not be made:
1. To those Employee's dismissed for cause.
 2. In the absence of proper notice, normally two weeks.
 3. To any Employee who has not satisfactorily completed an initial period of probation.
- C. Employees entering DROP may elect payment for accrued annual leave that does not exceed the Employee's maximum balance. If the Employee does not elect to be paid the

maximum of their annual leave balance upon entering DROP, the Employee may be paid the difference upon actual retirement. Employees who elect to participate in DROP may accrue additional annual leave, but will not be eligible for additional payment of accrued annual leave above their maximum annual leave accrual cap.

17.9 **Annual Leave Sell-Back.**

- A. All Employees who anticipate having an annual leave accrual balance in excess of eighty (80) hours in December of any calendar year may voluntarily elect to sell back some of the accrued hours in excess of eighty (80) hours in accordance with the following terms. Under no circumstance will the Employee's annual leave accrual balance fall below eighty (80) hours as a result of a sell back.
 1. Employees must be eligible to use annual leave accruals. Ineligibility to use annual leave accruals constitutes ineligibility to receive any payout of annual leave accruals under this article.
 2. The Employees' annual election is irrevocable and cannot be changed once submitted to the Employer.
 3. Employees must complete, sign and ensure Employer receipt of a designated election form prior to the deadline, specified by the Employer in December of each year, indicating their intention to participate or to waive participation for that year. Ineligible Employees will waive participation for that year.
 4. In the event an Employee's accrued annual leave balance at the time of the calculation of the payment does not support the sell-back amount elected for payment then the amount of elected sell-back hours will be reduced by the Employer to constitute an amount that ensures maintenance of a minimum annual leave accrual balance of eighty (80) hours.
 5. The payout of elected annual leave accruals will be at the Employees' current regular hourly rate at the time of calculation.
 6. Payment for elected sell-back hours, as adjusted if necessary, will be received by the Employee in the first pay check of January in the year following the sell-back election.
 7. A minimum of one (1) hour and a maximum of one hundred (100) accrued annual leave hours will be paid as follows:
 - a. All Employees are eligible to sell back of up to forty (40) hours of accrued annual leave but must maintain a minimum annual leave accrual balance of eighty (80) hours. Sell-back of annual leave accruals of forty (40) hours, or fewer, will reduce the VREQ for the Employee's benefits year; Sell-back of forty (40) hours, or fewer, will not affect the maximum annual leave accrual cap that is eligible for payout upon retirement, or resignation in good standing.

Example 1: An Employee who anticipates a December annual leave accrual balance of one-hundred and twenty (120) hours, or more, may elect to sell back an amount of up to forty (40) hours, thereby leaving an accrual balance of eighty (80) hours or more.

Example 2: An Employee who anticipates a December annual leave accrual balance of fewer than one-hundred and twenty (120) hours may elect to sell back an amount of up to the difference between the accrual balance and eighty (80) hours, thereby leaving an accrual balance of eighty (80) hours or more.

SUPPRESSION

b. Employees who have utilized two (2), or fewer, shifts of sick leave accruals (forty (40) hours or fewer for regular workweek Employees) during the calendar year immediately preceding December 1 of each year, may also elect to sell back a supplemental amount of up to sixty (60) hours of accrued annual leave.

- 1) Sell-back of supplemental accrued annual leave of between forty-one (41) and one hundred (100) hours will count towards VREQ for the Employee's benefits year.
- 2) Sell-back of supplemental accrued annual leave of between forty-one (41) and one hundred (100) hours will serve to reduce the maximum annual leave accrual cap eligible for payout upon retirement, or resignation in good standing.

Example 1: An Employee who has utilized two (2), or more, shifts of sick leave accruals (forty (40) hours or more for regular workweek Employees) during the calendar year preceding December 1 of each year will not be eligible to a supplemental sell back of accrued annual leave.

Example 2: An Employee who has not utilized two (2), or more, shifts of sick leave accruals (forty (40) hours or more for regular workweek Employees) during the calendar year preceding December 1 of each year will be eligible to a supplemental sell back of up to an additional sixty (60) hours of accrued annual leave subject to maintaining an annual leave accrual balance of eighty (80), or more, hours.

ARTICLE 18
SICK, EMERGENCY & NEWBORN LEAVE

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

General.

- 18.1 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 thirty (30) minutes 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 designee, may deny paid sick 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 their sick leave as it is earned, the Employee claiming or requesting such sick leave may be required to furnish competent proof of illness or injury. Under these circumstances, the Employer reserves the right to require the Employee to furnish a doctor's certificate from the attending physician or submit to a physical examination in all cases of reported illness or injury as determined by the Fire Chief. Should it be discovered that an Employee is taking sick leave under false pretenses, it shall be deemed grounds for discipline, up to and including dismissal.
- 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.
- 18.5 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:

40 HOUR WEEK		VARIABLE HOUR WEEK	
HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS	HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS
0	32	0	48
8	24	12	36
16	16	24	24
24	8	36	12
32	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 (0) hours of sick leave may convert thirty-two (32) hours to annual leave, the Employee who uses one (1) hour of sick leave may convert thirty-one (31) hours, etc., and the Employee who uses thirty-two (32) hours may not convert any.

18.6 **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 his designee, at their sole discretion, may authorize the use of not more than two (2) days of sick leave. The Fire Chief, or designee, 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.

NOTE: All Employees in the bargaining unit, by individual one-time-only option on February 5, 2000, elected in writing to remain in Sick Leave Plan A or convert to Sick Leave Plan B. Therefore, February 5, 2000 shall be designated the BEGIN DATE.

Sick Leave Accruals and Payout.

18.7 **Sick Leave Plan A.** The following shall apply to all Employees hired prior to February 5, 2000 (BEGIN DATE) who elected, in writing, to remain in Sick Leave Plan A. Employees on a variable workweek schedule shall accrue one hundred-twenty (120) hours of sick time each year. Employees on a regular forty (40) hour workweek schedule shall accrue ninety-six (96) hours of sick time each year. Allowances accrued and not used may be accumulated without limit and shall be eligible for payment upon retirement, resignation or death, as stipulated below.

40 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0462	HOURLY ACCRUAL RATE	0.0481
PER WEEK	1.848	PER WEEK	2.3088
PER PAY CYCLE	3.696	PER PAY CYCLE	4.6176
PER YEAR	96.096	PER YEAR	120.0576

A. 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:

1. 1 – 480 Hours: All hours will be paid at 100% of the Employee's regular hourly rate of pay at separation.

2. 481 – 960 Hours: No payment shall be made.
 3. 961 and Over Hours: One-half of all hours above nine hundred sixty-one (961) will be paid at 100% of the Employee's regular hourly rate of pay at separation.
- B. Payment shall be made for unused sick leave accrued in Plan A upon the retirement, or deferred retirement of the Employee, provided that:
1. Retirement is under a recognized system.
 2. The Employee has left the employment of the County, including Employees who enter the Deferred Retirement Option Plan (DROP).
 3. The Employee is not dismissed for disciplinary reasons.
 4. The Employee has given proper notice prior to retirement. Proper notice is normally at least two (2) weeks.
 5. 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.
- 18.8 **Sick Leave Plan B.** All Employees hired prior to February 5, 2000 (BEGIN DATE) who elected in writing, to transfer to Sick Leave Plan B and all Employees hired on or after February 5, 2000 shall be in Sick Leave Plan B. Employees on a variable workweek schedule shall accrue ninety-six (96) hours of sick time each year. Employees on a regular forty (40) hour workweek schedule shall accrue sixty-four (64) hours of sick time each year. Accruals for authorized use are without limit after the BEGIN DATE.

SICK LEAVE PLAN B - ACCRUAL SCHEDULE			
40 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0308	HOURLY ACCRUAL RATE	0.0385
PER WEEK	1.2320	PER WEEK	1.848
PER PAY CYCLE	2.4640	PER PAY CYCLE	3.696
PER YEAR	64.0640	PER YEAR	96.096

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

1. No Employee shall be paid for any unused sick leave hours accrued after the BEGIN DATE.
2. 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 five hundred (500) hours on the BEGIN DATE and uses one hundred (100) hours of "snapshot"

sick leave (the sick leave accumulated after BEGIN DATE is exhausted), then the new "snapshot" balance may not exceed four hundred (400) hours.

3. 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 payout will follow the guidelines in articles 18.8A and 18.8B.

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. 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
2. 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.
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

SUPPRESSION

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.

- A. The initial new hire probationary period shall be defined as one (1) year from initial date of hire. At the request of the Union, the Fire Chief may at his discretion extend the initial new hire probationary period for up to an additional six (6) months. The wages, hours, and all other terms and conditions of employment apply to all IAFF, Local 2294 bargaining unit Employees that are on their initial new hire probationary period, except as identified in this collective bargaining agreement.

21.2 Firemedic I Requirements.

- A. Within one (1) year from completion of rescue and suppression orientation (whichever comes last), all employees hired as, or promoted to, a Firemedic I must complete the rookie suppression evaluation process and the rookie paramedic evaluation process as a condition of continued employment/promotion.
- B. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.

21.3 Firefighter Requirements.

- A. Employees hired on or after date of ratification will meet the dual certification requirements within three (3) years of hire as a condition of employment.
- B. Employees must complete the rookie suppression evaluation process within one (1) year from the date of hire as a condition of continued employment.
- C. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.

21.4 Rookie Firemedic I Evaluation Process (See Appendix F).

- A. Rookie Firemedic I, and those individuals referenced in Article 9B.1 as Paramedic Optional, must successfully complete rescue orientation. . Those employees hired after October 1, 2017, who have completed one (1) year of probation and are State certified paramedics will be eligible for Firemedic I promotion. For these eligible employees, the County commits to making every reasonable effort to provide rescue orientation training within a six (6) month period from receipt of the State paramedic certification.
- B. Completion of rescue orientation is documented by passing a written protocol exam (inclusive of protocol text, standing orders and pharmacology) with a minimum score of eighty percent (80%), two (2) attempts maximum. The second attempt must be performed within thirty (30) days.
- C. Corresponding sections of the "Paramedic Rookie Book" must be completed prior to taking the written exam on the same topics.
- D. Rookie paramedics must complete the first section test no later than three (3) months from the end of medical orientation.
- E. A timeline will be established for each group allowing no more than three (3) months between exams for successful completion.

SUPPRESSION

- F. All exams will be successfully completed within one (1) year from the completion of medical orientation.
- G. The order in which the exams are to be taken:
 - 1. Section I, Section II, Section III and EKG recognition.
 - 2. A minimum passing score of eighty percent eighty percent (80%) is required.
 - 3. Each exam may be repeated a maximum of two (2) times. For a total of three (3) attempts, timeline permitting.
- H. All employees must be compensated for any exams taken outside of their normal work schedule in accordance with Article 10 in the collective bargaining unit.
- I. A maximum time of three (3) hours will be allowed for each exam attempted.
- J. A specific topic breakdown for questions missed will be made available to the individual the same day of the test. The trainer will provide study materials for specific topics and will be available for specific topic review by appointment.
- K. To be granted "stand alone" (engine medic) status, paramedics must have completed a minimum of 1944 hours on a rescue unit. In addition, they must successfully pass one medical and one trauma scenario administered by the Training Division. There will be a maximum pool of fifty (50) medical and fifty (50) trauma scenarios. Each paramedic will randomly select one (1) medical and one (1) trauma scenario from the pool of available scenarios. The paramedic will be tested on the scenarios chosen. Every effort will be made to ensure the paramedic is tested for standalone status within sixty (60) calendar days of eligibility by request to the Training Division. In addition, at the option of the paramedic, every effort will be made to accomplish both the medical and trauma tests on the same date.

The medical scenario will involve the assessment and treatment of a non-trauma patient. The scenario will include equipment and skills demonstration as dictated by the scenario. Any medical scenario may require critical patient care management including: medication administration, rapid sequence induction, cardiac arrest management, twelve (12) lead EKG and interpretation, post resuscitation care, CPAP breathing therapy, etc. objective scoring criteria will be used. Each scenario will have a limited script with associated benchmarks for successful completion. The failure to achieve identified benchmarks may result in variations of the script. Depending on the paramedic's performance or the scenario script, other protocols may come in to play. The medical scenario will include no more than three (3) distinct patient care protocols. Example: STEMI patients, Hypotension, cardiac arrest.

The trauma scenario will involve the assessment and treatment of a trauma patient. The scenario will include equipment and skills demonstration as dictated by the scenario. Any trauma scenario may require critical patient care management including: rapid extrication, hemorrhage control, splinting, rapid sequence induction, IV therapy, chest decompression, surgical airway, etc. Additionally, trauma alert criteria, hospital destination, etc. will be determined by paramedic as part of the scenario. Objective scoring criteria will be used. Each scenario will have a limited script with associated benchmarks for successful completion. The failure to achieve identified benchmarks may result in variations of the script. The trauma scenario will include no more than three (3) distinct patient care protocols.

- L. Test bank questions, scenarios and an objective scoring system will be agreed to by a labor-management committee consisting of two (2) Union representatives and two (2) Employer representatives.

- M. Only those questions in the question bank will be used for the Rookie examinations. All test questions (including EKG) will be in multiple-choice format. The test bank will include a maximum of 1600 questions, no more than ten percent (10%) of which will be EKG rhythm strips.

21.5 Rookie Firefighter Evaluation Process.

- A. Rookie Firefighters must successfully complete suppression orientation.
- B. Corresponding sections of the "Firefighter Rookie Book" must be completed and approved by Company Officer prior to taking the written exam on the same topics.
- C. All tests will be successfully completed within one (1) year from the completion of suppression orientation.
- D. The order in which the exams are to be taken:
 - 1. Section I, Section II and Section III.
 - 2. A minimum passing score of eighty percent (80%) is required.
 - 3. Each exam may be repeated a maximum of two (2) times. For a total of three (3) attempts timeline permitting.
- E. All employees must be compensated for any exams taken outside of their normal work schedule.
- F. A maximum time of three (3) hours will be allowed for each exam attempted.
- G. Topic breakdown for questions missed will be available within two (2) business days.

- 21.6 Should any employee fail to meet the above referenced requirements because the Employer has not provided the opportunity to obtain the necessary training and evaluation, time limits shall be extended to allow the employee sufficient time as determined by the Employer.

- 21.7 Should any employee, who must meet the requirements in 21.2a, be assigned to light duty and who is also enrolled in school to obtain their paramedic certification shall be granted time off to attend those classes while on assignment. In such circumstances, the employee will not suffer any loss of pay or benefits and will not be required to use any form of accrued leave. This benefit is being granted due to the certifications being a requirement of continued employment and the limited time frames allowed to obtain them. Any employee injured in the line of duty and who is unable to perform modified duty, or involuntarily recalled to military duty will have their time tolled to meet the three (3) year dual certification requirement as a condition of their employment.

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.

SUPPRESSION

- 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 An Employee who has a reasonable belief that a summons to meet with a 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.

25.2 **Investigations.**

- A. **Within the Fire Rescue Department.** The Employer will make a recommendation for disciplinary action within sixty (60) calendar days from the date the assigned Battalion Chief, Deputy Fire Marshall, or Chief of Training receives the complaint in writing. However, the Employer and Union recognize that occasionally circumstances preclude finalization of the recommended action within the sixty (60) calendar day period. In order to extend the time beyond the sixty (60) calendar days set forth herein, the Employer must notify the Union of the need for such extension and provide a reason for such extension in writing. In this situation, the sixty (60) calendar days will be extended to one hundred (100) days. If the recommended disciplinary action is a Written Reprimand, or less, this disciplinary action will be issued within the one-hundred (100) calendar day period. If the recommended disciplinary action is Involuntary Demotion, Suspension, or Termination of Employment, the provisions of Article 25.5 will apply.
- B. **Other Agencies/Departments under the County Administrator.** The Employer will make a recommendation for disciplinary action within one-hundred and fifty (150) calendar days from the date the assigned Battalion Chief, Deputy Fire Marshall, or Chief of Training receives the complaint in writing. If the recommended disciplinary action is a Written Reprimand, or less, this disciplinary action will be issued within the one-hundred and fifty (150) calendar day period. If the recommended disciplinary action is Involuntary Demotion, Suspension, or Termination of Employment, the provisions of Article 25.5 will apply.
- C. **Agencies Not under the County Administrator.** Investigations that involve any agency not under the County Administrator will toll any timeframes for completion of investigations until written notification is received by the County Administrator concluding the involvement of said agency(ies). For purposes of this provision, the definition of agency includes any law enforcement agency or prosecuting agency (i.e. State Attorney, US Attorney, Attorney General) when the Employee is charged with criminal conduct. When multiple agencies are involved, the time periods in 25.2.a and b above will be tolled until a written notification is received by all agencies involved. Upon receipt of written notification by the Employer, the Employer will recommend discipline within sixty (60) days from receipt of such written recommendation.

25.3 **Employee Interviews.**

- A. **Subject Employee.** An Employee that is the subject of an investigation will be notified by the Fire Chief, or designee, and will be provided notice therein that they have certain rights under law and under this article of the contract. 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. This provision applies unless otherwise provided by law.
- B. **Witness Employee.** An Employee who is deemed a witness in an investigation will be notified by the Fire Chief, or designee, and will be provided notice that they have certain rights under law and under this article of the contract. Except as otherwise noted herein, a

SUPPRESSION

Witness Employee is entitled to Union Representation if requested. If extenuating circumstances exist that necessitate the confidentiality of the interview of a Witness Employee, or if otherwise prohibited by law, the Employer shall retain the discretion to determine whether or not a representative is permitted to be present during the interview of said Employee Witness during investigative phase. However, if the Employer determines during the witness interview that the responses of the Witness Employee may result in discipline for the Witness Employee, and then as soon as such determination is made the Employer will stop the interview and notify the Witness Employee of such change.

- C. **Interview Location.** The primary meeting place for the purpose of conducting an investigation 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.
- 25.4 Consideration granted in this article to Employees shall be in addition to all rights provided in the Firefighters Bill of Rights, Section 112.80, Florida Statutes.
- 25.5 When the Employer recommends discipline for an Employee that is Involuntary Demotion, Suspension, or Termination of Employment, it shall be the responsibility of the Employer to provide the affected Employee with written notice of the recommended discipline within the time frames stipulated in 25.2. The recommended discipline will include the rules or policies violated. Any pre-disciplinary hearing will need to be scheduled and take place no later than sixty (60) days from the date of receipt of the pre-disciplinary hearing package by the Employee. The Employer shall have thirty (30) calendar days upon the completion of the pre-disciplinary hearing to impose said recommended discipline, if the violations are sustained. The Employee may, if desired, request the presence of a Human Resources representative at this hearing.
- 25.6 The timeframes set forth herein may also be extended by mutual agreement of the parties.

ARTICLE 26
VACANCIES AND PROMOTIONS

26.1 General Information.

- A. All references to candidate(s) in this article shall be construed to mean the employee(s)/applicant(s) for promotion.
- B. It is the intent of the Employer to fill all vacancies within one hundred twenty (120) days. A vacancy occurring for reasons other than an approved leave of absence will be filled no later than one hundred twenty (120) days from the position becoming officially vacant via the official book of record according to 26.5-c.
- C. Individuals who are on a current promotional list on record with the employer remain eligible for promotion upon implementation of this article in the event they do not meet the new minimum timeframes and requirements listed for those positions.
- D. Promotions other than to Firemedic I may require the individual to attend a forty (40) hour/five (5) day orientation at headquarters without testing. Firemedic I promotions will require the individual to attend the multi-week paramedic orientation program.
- E. Employees who are on military leave, with the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be afforded all the rights and protections provided under Federal Law. Employees will not be harmed for promotional opportunities as long as the employee had the appropriate training and prerequisites for the position prior to their deployment. Employees' absences due to military leave will not be considered a break in time and they shall receive credit as if they were at work.
 - 1. Accommodations for Employees returning from military leave will be made for testing and shall be provided to the Employee within thirty (30) days upon their return to work and at their request. The Employee will be placed in the promotional list in accordance with the matrix in Section 26.4.
- F. In the event the parties agree that this article contains an incorrect representation or a scrivener's error, then the Labor Management Committee may amend this article by joint agreement to correct the incorrect representation or scrivener's error.
- G. In the event a promotional list is exhausted, management may test outside of the normal cycle using the previously provided study material if the Union agrees.

26.2 Eligibility Requirements for Promotion

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 HR eligibility list for the position for which he/she is being considered.
- 3. The HR eligibility list shall be used to verify driver's license and years in grade requirements.
- 4. The HR eligibility list for promotion shall be opened to allow candidates the opportunity to apply as needed, as determined by the employer.
- 5. In the event that no candidates meet the requirements of *minimum time in grade*, the time in the existing grade shall be lowered in one month increments until a sufficient pool of at least five (5) candidates is met.

6. In the event that no candidates meet the requirements of *minimum seat time*, the shifts required shall be lowered in two (2) shift increments until a sufficient pool of at least five (5) candidates is met.
7. Candidates who occupy a position on two (2) promotional lists, and are promoted to one of the two positions, shall not be considered for a promotion or lateral transfer for one-hundred eighty (180) days.
8. Personnel in positions that require a Paramedic certification must achieve stand alone status prior to promotion to a higher position.

B. Position Requirements

1. Closed Promotion/Appointment – **Firemedic I:**

- a. Candidate to have served a minimum of one (1) year employed with Hillsborough County Fire Rescue as a Firefighter or Paramedic.
- b. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the employer may consider probationary Firefighter personnel and personnel in the Paramedic classification for the eligibility list. In such cases, all qualified candidates must only meet the requirements of the current job description.
- c. Educational Requirements for Promotion:
 - i. Dual certification as a Firefighter II and a Paramedic in the State of Florida

2. Closed Promotion/Appointment – **Lieutenant:**

- a. Candidate to have served a minimum of three (3) years employed as a dual-certified employee and is assigned to the Hillsborough County Fire Rescue Field Operations for one-hundred eighty (180) days as a dual-certified employee within Hillsborough County Fire Rescue immediately preceding any promotion.
- b. The candidate must be on the acting list of Lieutenant and Driver/Engineer that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
- c. For the promotion to Lieutenant, the candidate must have at least 30 shifts of documented seat time on an engine or ladder company.
- d. For the promotion to Lieutenant, the candidate must have at least 30 shifts of documented seat time acting in the position of Lieutenant on a rescue car.
- e. Educational Requirements for Promotion:
 - i. Supervision and Leadership – (FFP1130 or equivalent)

3. Closed Promotion/Appointment– **Driver/Engineer:**

- a. Candidate to have served a minimum of three (3) years employed as a Firefighter, Firemedic I, or Lieutenant and is assigned to the Hillsborough County Fire Rescue Field Operations for one-hundred eighty (180) days as a Firefighter, Firemedic I, or Lieutenant within Hillsborough County Fire Rescue immediately preceding any promotion.
 - i. Eligible Firefighter candidates must have been hired prior to October 1, 2011. All Firefighter candidates hired after October 1, 2011 must have served as a Firemedic I as described above.
- b. All candidates must be on the acting list of Driver Engineer that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
- c. Firemedic I candidates will not be eligible to be on acting list until they have completed 12 months post-orientation as a Firefighter or Firemedic I and must be on the acting list of Lieutenant that is current with the records of the Training Division for

- a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
- d. For the promotion to Driver Engineer, the candidate must have at least thirty (30) shifts of documented seat time acting in the position of Driver Engineer on an engine or ladder company.
 - e. For the promotion to Driver Engineer, the dual-certified candidate must have at least 30 shifts of documented seat time on a rescue.
 - f. Educational Requirements for Promotion:
 - i. Fire Apparatus Practices – Pump (FFP2601 or equivalent)
 - ii. Fire Apparatus and Equipment - Ladder (FFP1600 or equivalent)
4. Closed Promotion/Appointment – **Company Fire Captain:**
- a. Candidate to have served a minimum of three (3) years employed as a Driver Engineer and is assigned to the Hillsborough County Fire Rescue Field Operations for one-hundred eighty (180) days as a Driver/Engineer within Hillsborough County Fire Rescue immediately preceding any promotion.
 - b. The candidate must be on the acting list of Company Fire Captain that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
 - c. For the promotion to Company Fire Captain, the candidate must have at least 30 shifts of documented seat time acting in the position of Captain on an engine or ladder company.
 - d. Educational Requirements for Promotion:
 - i. Fire Apparatus Practices – Pump (FFP2601 or equivalent)
 - ii. Fire Apparatus and Equipment – Ladder (FFP1600 or equivalent)
 - iii. Supervision and Leadership – (FFP1130 or equivalent)
 - iv. Fire Tactics and Strategy – (FFP1410 or equivalent)
 - v. Hazardous Materials (FFP2500 or equivalent)
 - vi. Extinguishing Systems and Agents – (FFP2620 or equivalent)
5. Closed Promotion/Appointment – **Battalion Chief:**
- a. Candidate to have served a minimum of four (4) years employed as a Captain and is assigned to the Hillsborough County Fire Rescue Field Operations for one-hundred eighty (180) days as a Company Fire Captain within Hillsborough County Fire Rescue immediately preceding any promotion.
 - b. The candidate must be on the acting list that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
 - c. For the promotion to Battalion Chief, the candidate must have at least twelve (12) shifts of documented seat time acting in the position of Battalion Chief.
6. Closed Promotion/Appointment – **Fire Inspector II:**
- a. Candidate to have served a minimum of three (3) years employed as a Firefighter, Firemedic I, Fire Inspector-I, Lieutenant, Driver Engineer, Captain or Training Officer with Hillsborough County Fire Rescue.
 - b. Must be a state certified Fire Inspector I
 - c. The candidate must have twelve (12) months /prevention assignment time.
 - d. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the employer may consider the eligibility list for open recruitment. In such cases, all candidates must meet the requirements of the current job description.
 - e. Seniority and education will be used to rank candidates eligible for the promotion.

7. Closed Promotion/Appointment – **Fire Investigator:**

- a. Candidate to have served a minimum of six (6) years employed as a Firefighter, Firemedic I, Lieutenant, Fire Inspector I, Driver Engineer, Captain, Training Officer or Fire Inspector II with Hillsborough County Fire Rescue.
- b. Must be a state certified Fire Investigator I and Inspector I.
- c. Must attain within two (2) years or be a state certified Law Enforcement Officer.
- d. The candidate must have twelve (12) months suppression/prevention assignment time.
- e. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the employer may consider the eligibility list for open recruitment. In such cases, all qualified candidates must only meet the requirements of the current job description.
- f. Seniority and education will be used to rank candidates eligible for the promotion

8. Closed Promotion/Appointment – **Fire Rescue Training Officer:**

- a. Candidate to have served a minimum of six (6) years employed as a Firefighter, Firemedic I, Lieutenant, Driver Engineer, Captain, Lead Fire Investigator, Fire Inspector I, or Inspector II with Hillsborough County Fire Rescue.
- b. Must be a state certified Instructor I.
- c. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the employer may consider the eligibility list for open recruitment. In such cases, all qualified candidates must only meet the requirements of the current job description.
- d. Seniority and education will be used to rank candidates eligible for the promotion.

9. Closed Promotion/Appointment – **Lead Fire Investigator:**

- a. Candidate to have served a minimum of six (6) years employed as a Firefighter, Firemedic I, Lieutenant, Fire Inspector I, Driver Engineer, Captain, Training Officer or Fire Inspector II with Hillsborough County Fire Rescue
- b. The candidate must be on the acting list that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
- c. Must be a state certified Fire Safety Inspector II, Fire Investigator I, and Fire Investigator II
- d. Must be a state certified Law Enforcement Officer
- e. The candidate must have thirty-six (36) months of prevention assignment time.
- f. Candidate to meet current minimum job description established at HR
- g. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the employer may consider the eligibility list for open recruitment. In such cases, all qualified candidates must only meet the requirements of the current job description.

26.3 Assessing Promotional Candidates

A. Acting Out of Classification

- 1. Candidates who are in grade more than one (1) year from the minimum time frame requirements must also be on the acting list for twelve (12) months.
- 2. Twelve (12) consecutive months will constitute one (1) year, including authorized annual leave, sick leave, exchange of time and line of duty injury. Authorized leave, promotion or lateral transfer as listed herein which exceeds one-hundred eighty (180) consecutive days will cause the accumulated points for acting time to be frozen at the one-hundred eighty (180) day date and will be reinstated upon the candidate's return to full duty with

no penalty for non-consecutive time periods. Any other break in consecutive time periods will cause the loss of any portion of a one-year period accumulated to the date of leave, requiring the full twelve (12) consecutive months to be regained.

3. Any candidate assigned to special duty which exceeds one-hundred eighty (180) consecutive days will cause the accumulated points for acting time to be frozen at the one-hundred eighty (180) day date and will be reinstated upon the candidate's return to their regular assignment with no penalty for non-consecutive time periods.

B. Service Time (Seniority)

1. Seniority is defined for the purpose of promotion will be consistent with the language in Article 39, Seniority.

C. Education

1. The established maximums for education are as follows:
 - a. Ninety (90) credit hours maximum may be applied to promotion for FM I, D/E or Lieutenant
 - b. One-hundred twenty (120) credit hours maximum may be applied to promotion for Fire Inspector II, Training Officer or Captain
 - c. One-hundred sixty (160) credit hours maximum may be applied to promotion for Battalion Chief, and Lead Fire Investigator.
2. If during this agreement should the course names or course numbers change, both the union and the employer must agree upon their equivalencies.
3. Candidates will receive credit only for those courses taken from an institution accredited by one of the accrediting organizations listed in Article 33 to be utilized in the calculation of educational points.
4. Candidates will not receive educational points for courses taken through the Florida State Fire College that are not credited through an accredited organization. Excluded courses, however, may be used for the purposes of the eligibility requirements for promotion. The intent behind this language is not to credit educational points for courses taken through the Florida State Fire College, if such courses are not credited through an accredited organization, unless such courses were taken and the credits received during a period when such classes or credits were allowed under a prior applicable collective bargaining agreement.
5. Educational documentation for promotional points will be accepted no later than September 30th. To receive educational points for promotion, classes must be *completed* prior to September 30th. Acceptable forms of documentation will be an official transcript from accredited educational institutions and/or verified transcript retrieved from Florida Virtual Campus (FLVC.org). Failure to complete the requirements and submit the documentation by September 30th will result in the candidate remaining ineligible. All documentation submitted to the Training Division will be date/time stamped to certify it was received no later than September 30th.
6. On or after September 1, 2018, forms of documentation that are unacceptable are inclusive of, but not limited to the following: a College Credit Registry, College Credit Bank or any other similar repository of a candidates certification, continuing education units or credits that may be issued from, but not limited to, one of the following institutions: Thomas Edison State College, Charter Oaks College, and Excelsior College.
 - a. Candidates who have used or obtained the above forms of documentation prior to September 1, 2018 will continue to be accepted for the purposes of promotion and this documentation will still be considered eligible for future promotion in successor collective bargaining agreements.

D. Testing/Assessment

1. The Employer shall have the option of utilizing either a written test or an assessment center to evaluate candidates for Lead Fire Investigator, and Battalion Chief. The Employer shall notify the Union of which method will be used no later than March 1st of the year the promotional list in effect expires. In the absence of any notice from the employer, the default method of testing shall be the written test with associated study materials only. Candidates for Lieutenant, Company Fire Captain, Fire Inspector II and Driver Engineer shall be evaluated by written test.
2. Written promotional tests will be given in the first two (2) weeks of October, if possible, and all candidates for promotion must have taken the test for the position sought if applicable. The Employer will post the date of the written promotional test and the assessment centers at least one month prior to the determined schedule and location for the promotional and testing process. In the event the Employer schedules the promotional test outside the first two weeks of October, all other timeframes referred to throughout this Article 26 will remain in full effect.
3. To be eligible for promotion or advancement to the assessment center, the candidate must earn a minimum score of 70% on the appropriate written test.
4. If desired, the Union may have a representative(s) present to observe the testing procedures of either the written examination or assessment center. The representative will not communicate with anyone participating in the testing process (candidate or proctor) while testing is in progress.
5. Candidates must be eligible for promotion to the position being sought prior to taking any test administered by the employer.
6. **Written Test Option** (Figure 1)
 - a. Any written promotional test given will be developed/evaluated with input from the Employer and the Union. Hillsborough County HR, a private vendor or the HCFR Training Division may administer the written exam. A bank of test questions shall be developed consisting of no less than two-hundred 200 questions at least three (3) months prior to the test date.
 - b. The written test shall consist of no more than one-hundred fifty 150 questions. The questions shall be multiple choice and/or true/false.
 - c. The Union and the Employer will co-determine the source materials to be used to develop the written test content. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information will be provided and posted for employees by March 1st of the year the test is given or another date if mutually approved by the Labor Management Committee.
 - d. The candidates final test results will be evaluated by both the Union and Employer to determine the validity of the test questions. Individual questions that are missed by 50% or more of the candidates sitting for the test shall be discarded. The final test score will be determined by utilizing the remaining questions on a 100% scale. (i.e. 100 question test, 5 questions discarded the denominator becomes 95. In all cases, the passing score will represent 70% of remaining questions.
 - e. Written tests may be reviewed on a yearly basis for informational content and application to the respective positions. Should additions, deletions or modifications to any of the tests alter the source of test questions, article 26.3-d (2) applies.
 - f. The promotional list generated by the "written test option" will remain in effect until it expires on October 31st of the year following the promotional test.

7. **Assessment Center Option** (Figure 2) (Applicable only to Battalion Chief and Lead Fire Investigator classifications)
 - a. The format/design of any Assessment Center, Mini-Assessment Center or Structured interview will be developed/evaluated with input from the employer and the union. A committee consisting of two labor representatives, two training representatives and one other mutually agreed upon will determine the final decision of the material. The format/design of the center shall use departmental standards, policies and other relevant data as no conflict exists. The center should attempt to incorporate job-knowledge and hands-on performance tests, as well as individual and one-to-one exercises.
 - b. The Union and the Employer will co-determine the source materials to be used to develop the written test content used in the assessment process. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information for the written test will be provided and posted for employees by March 1st of the year the test is given.
 - c. The written test shall consist of no more than 150 questions. The questions shall be multiple choice and/or true/false.
 - d. A bank of test questions shall be developed consisting of no less than 200 questions.
 - e. The Union and the Employer will co-determine the sources considered in the format/design of the assessment process. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information will be provided and posted for employees by March 1st of the year the test is given.
 - f. An assessment center overview will be provided at least thirty (30) days prior to testing.
 - g. The candidates final test results will be evaluated by both the Union and Employer to determine the validity of the test questions. Individual questions that are missed by 50% or more of the candidates sitting for the test shall be discarded. The final test score will be determined by utilizing the remaining questions on a 100% scale. (i.e. 100 question test, 5 questions discarded the denominator becomes 95. In all cases, the passing score will represent 70% of remaining questions.
 - h. If the employer chooses to utilize the "assessment center option" for the final ranking of promotional candidates the "written test option" process outlined in Article 26.3-d(4) and illustrated in figure 1 will be calculated along with acting time, seniority and education to determine a cumulative score that will rank all the successful written test takers. If there are not more than sixteen (16) candidates available to sit for the assessment center, all those candidates will be considered eligible. If there are seventeen (17) or more candidates available, only the top 50% of those ranks on the cumulative list will be eligible to take the assessment center. All others will be classified "pre-assessment ineligible" to be used if the "Promotional List" is exhausted.
 - i. For those written test takers who are ranked in the top 50% and have not completed all the educational requirements, the employer shall permit an equal number of the top ranked written test takers "pre-assessment ineligible" to take the assessment center.
 - j. Battalion Chief and Lead Fire Investigator assessment centers will be scheduled together. All successive assessment centers will then follow this sequence on a rotational basis.

- k. Upon the “promotional list” being exhausted, the employer agrees to test the individuals on the “pre-assessment ineligible”, within ninety (90) days, utilizing the same assessment center. If the number of candidates on the promotion list reaches a point that the requirements in 26.5-c cannot be met, the employer agrees to reopen the assessment center to all candidates on the “pre-assessment ineligible” illustrated on figure 2. All candidates on the “pre-assessment ineligible” will be required to take the assessment center, and the new list will be in full effect until the expiration of the original list on October 31st of the year following the promotional test.
 - l. Both the union and the employer must mutually agree upon changes to the assessment center candidate eligibility/placement criteria.
 - m. The promotional list generated by the “assessment center option” will remain in effect until it expires on October 31st of the year following the promotional test.
8. The employer will offer testing for those employees unable to participate due to work related issues, active military leave deployment or other extenuating circumstances agreed to by both parties.

26.4 **Scoring Promotional Candidates**

- a. The Written Test Option will be used for all candidates for Lieutenant, Driver Engineer, Fire Inspector II, and Company Fire Captain. The Assessment Center Option will be used for all candidates for Lead Fire Investigator and Battalion Chief. Candidates for all other promotions will be ranked using the scores outlined in Parts 1-3 below.
- b. **Written Test Option** (Figure 1)
 - i. Acting Capacity Points
 - 1. When calculating points in Figure 1, step 3, or Figure 2, steps 3 & 4, candidates will receive four (4) points for each consecutive year in which the candidate is eligible to serve in an acting capacity, (out of class, relief position) in accordance with department policy.
 - 2. The candidates total acting points will be multiplied by 0.30 (30%) to determine the points applied to the scoring matrix in Figure 1, step 3, or Figure 2, steps 3 & 4.
 - 2. Service Points (Seniority)
 - a. When calculating points in Figure 1, step 3, or Figure 2, steps 3 & 4, candidates will receive two (2) points for each consecutive year of employment as defined in Article 39.
 - b. The candidates total seniority points will be multiplied by 0.25 (25%) to determine the points applied to the scoring matrix in Figure 1, step 3 or Figure 2, steps 3 & 4.
 - 3. Education Points
 - a. When calculating points in Figure 1, step 3, or Figure 2, steps 3 & 4, candidates will receive one (1) point per credit hour for any classes taken in a course of study leading up to an Associate's, Bachelor's or Master's degree from a college accredited by one of the six regional accrediting organizations listed in Article 33. Candidates may not exceed the credit hour maximums listed in Article 26.3-c.
 - b. The candidates total credit hours will multiplied by 0.15 (15%) to determine the total points applied to the scoring matrix in Figure 1, step 3 or Figure 2, steps 3 & 4.
 - 4. Test Points
 - a. The written test in figure 1, step 3, will be based on a 100% scale.

- b. The candidate's test score will be multiplied by 0.30 (30%) to determine the total points applied to the scoring matrix in figure 1, step 3.

C. Assessment Center Option (Figure 2)

The assessment center option will utilize the cumulative score of the written test option and the following:

The written test in Figure 2, step 3 will be based on a 100% scale.

The candidate's test score will be multiplied by 0.20 (20%) to determine the total points applied to the scoring matrix in Figure 2, step 3.

The assessment center in Figure 2, step 5 will be based on a 100% scale. The assessment center score will be added to the written test score for the calculation in Figure 2, steps 5 & 6.

The candidate's written test score will be multiplied by 0.20 (20%) and added to the assessment center score which will be multiplied by 0.20 (20%) to determine the total points applied to the scoring matrix in Figure 2, steps 5 & 6.

The assessment score added to the cumulative score under 26.4A (1-3) will be the candidate's final score for the candidates ranking purposes.

26.5 Promotional List & Candidate Selection

- a. Prior to the publication of any approved promotional list, a "provisional" promotion list will be published for a period of fourteen (14) days to allow for review and corrections, if needed, of candidate ranking. Candidates on approved forms of leave shall be granted exceptions for review and corrections on a case-by-case basis. The scoring matrix showing the individually scored components for all candidates eligible for promotion shall also be published and distributed by the employer no later than fourteen (14) days from the last scheduled test or assessment date. Thirty (30) days from the employer publishing and distributing the "provisional" list, the sanctioned promotional list will be published and that will stand until subsequent testing dates. Additionally, a final scoring matrix shall be distributed in conjunction with the sanctioned promotional list.
- b. The above scoring matrix shall be used to develop a list ranking the candidate's from high to low. In the event of ties, seniority as defined in Article 39, Seniority, shall be the deciding factor.
- c. All promotions/appointments shall be made from the list using the top five (5) candidates for the first promotion and an additional three (3) candidates for each additional promotion. Example:
 - One (1) position – selection to be made from top 5 candidates.
 - Three (3) positions – selection to be made from top 11 candidates.
- d. The Fire Chief may promote/appoint from other candidates outside these groupings, but only where the Fire Chief certifies, with reasons in writing, that none of higher-ranking candidates are suitable for the position(s).
- e. When a candidate is promoted from an appropriate group, the Fire Chief will not have to explain why higher-ranking candidates in the group were not selected.

26.6 Updating Timeframes

The promotional list shall be updated yearly after September 30th. Educational, acting time and seniority updates for promotional points will be accepted no later than September 30th. All

educational points or acting time must be *completed* prior to September 30th. Acceptable forms of documentation for education will be an official transcript from accredited educational institutions and/or verified transcript retrieved from Florida Virtual Campus (FLVC.org). Failure to complete the requirements and submit the documentation by September 30th will result in the candidate remaining ineligible. All written and assessment center scores for promotion will expire on October 31st of the year following establishment of the original "promotional list."

26.7 Dates of Interest

A. Please note the following dates related to the promotional process.

1. March 1st – Notification of testing method
2. September 30th – Final date for completion and submission of educational and acting requirements
3. First two weeks of October- Promotional testing will take place
4. October 31st – Prior year promotional lists expire

b. Time frames related to the promotional processes.

1. Six (6) months prior to test – The Employer will publish and post mutually agreed source material for any written tests to be given
2. Three (3) months prior to test – The Employer will develop the bank of written test questions
3. Thirty (30) days prior to assessment center -The Employer will publish an assessment center overview
4. Fourteen (14) days after test/assessment center – The Employer will publish and post a "provisional promotional" list which shall include the scoring matrix
5. Fourteen (14) days after the provisional list is published - The Employer will publish an approved promotional list which shall include the final scoring matrix

26.8 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.

**WRITTEN TEST OPTION
(FIGURE 1)**

**ASSESSMENT CENTER OPTION
(FIGURE 2)**

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 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 Safety.

- A. 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. A permanent position shall be reserved for a member of the bargaining unit on the Safety Committee. Tenure on the Safety Committee shall be in accordance with established policy.
- B. The Employer shall make reasonable provisions to ensure 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. Employees are subject to discipline for failure to observe safety rules or to utilize provided safety equipment.
 - 1. The Employer and the Union agree that an Employee should not be required to operate any vehicle or equipment in an unsafe condition. Each Employee shall immediately report any unsafe practice, of which they are aware, to the officer-in-charge (OIC). Any discrepancies in the normal operational condition of equipment that could be hazardous to safety will be immediately reported to the OIC. The OIC will refer the matter to the Hillsborough County Fleet Maintenance representative or assistant. The Hillsborough County Fleet Maintenance representative or assistant will make the final determination as to operational safety. In the event the Hillsborough County Fleet Maintenance representative or his assistant, are not available for contact, or if there is an immediate overriding situation, the OIC will determine operational safety.
 - 2. The Employer and the Union agree that the minimum number of state certified firefighters on all career engine companies, ladder companies, the Heavy Rescue Team and HAZMAT Team will be three (3). Any drop below this minimum staffing level must be an exception for issues such as training or an unexpected departure of an Employee. No apparatus will be taken out of service to obtain the minimum staffing level. The county and the Union will cooperatively seek to meet the requirements of NFPA 1710.
 - 3. The Employer shall issue each Employee in the bargaining unit an individual air-pack face piece with nose-cup, in the initial uniform and safety gear issue.

30.2 Health.

- A. Special examinations and immunizations will be given upon request to bargaining unit Employees who have been directly exposed to highly contagious diseases in their official capacity.
- B. The Employer shall make available, at no charge, an annual flu immunization at the Employee's request. Hepatitis A, Hepatitis B immunizations shall be made available as necessary. Additionally, a Tuberculosis chest x-ray or skin test will be made available semi-annually. These immunizations and/or test will be available to all new Employees during orientation and all current Employees during on duty hours.
- C. The Employer will provide health and wellness examinations (testing and consulting) for all eligible employees as set forth in Section 30.3, 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.

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.

- D. 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.
- E. 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.

30.3 Wellness.

- 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. 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. 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 Variable workweek employees required to wear uniforms in the performance of their official duties, 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 B type uniform shirts
 - one (1) long sleeve Class A type uniform shirt
 - one (1) Class A dress jacket
 - one (1) Class A uniform dress pants
 - one (1) medium weight jacket, one (1) leather belt
 - one (1) pair of station boots/shoes
 - one (1) pair dress shoes
 - one (1) rain parka
 - one (1) department baseball cap
 - one (1) stethoscope
 - and any required Class A/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.

Regular workweek position employees will receive the above items and the below additional items:

- one (1) pair of pants;
- one (1) short sleeve Class B type uniform shirt; and
- one (1) polo shirt.

Employees may purchase any uniform item on the approved list. 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 Employees will receive an annual uniform allowance of \$500 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

SUPPRESSION

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. Then the amount of compensation will be determined by the Labor Management Committee in accordance with established procedures.
- 31.7 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.
 - 4. Any course(s) accepted by FSFC for education incentive or state certificate.
- 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.

33.3 Reimbursement will not be available to new employees who are within their initial probationary period. Those hired under the classification of Firefighter, who must complete Paramedic School within three (3) years as a condition of their employment, will not be eligible for the reimbursement

SUPPRESSION

program until they have been promoted to Firemedic I. No retroactive reimbursement will be provided to such individuals.

- 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.
- 33.5 All non-probationary employees are also eligible for the Employer's tuition reimbursement program.

ARTICLE 34
WORKING OUT OF CLASSIFICATION

- 34.1 Employees may be required to work in a higher paying classification as determined by the daily staffing needs of the Employer. A ten percent (10%) increase in hourly pay shall be provided for all hours worked in a higher paying classification.
- 34.2 Employees in comparable pay-grade classifications who exchange time and are then assigned by the department to act in a higher paying 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.
- 34.3 Employees shall not be permitted to work in a higher paying classification to which they cannot be promoted. (This provision is meant to prohibit, for example, Employees who are of the Firefighter or Firemedic classifications from acting in the position of Company Fire Captain or Battalion Chief.) All Employees are required by the Employer to work in the next higher classification as outlined within this article, even if they do not meet the minimum eligibility requirements to be promoted to the next higher classification, provided the "check off" process in 34.5 has been successfully completed.
- 34.4 No Employee will act out of classification until they complete one year of probationary status, whether initial or conditional, within their classification.
- 34.5 Employees in the classification of Firemedic I who are required and capable to act in the capacity and classification of a Lieutenant or Driver Engineer must complete both "check-off" processes prior to being required or permitted to act in either classification by the Employer. Acting points for the purpose of promotion will not begin until the Employee has successfully completed both "check-off" processes.
- 34.6 Employees will not begin the "check off" process until they have been in grade 6 months and have successfully completed both suppression and rescue orientations. The "check off" process for the positions of Acting Battalion Chief, Acting Captain and Acting Firemedic Officer (or Rescue Lieutenant) shall include at a minimum fire officer development subject matter. The development of informational content for the "check off" process shall be an appropriate subject for discussion at Labor-Management Committee meetings. Acting points for the purpose of promotion will not be granted during the Employee's probationary period. No Employee will act out of classification until properly trained and "checked off" to do so and the proper documentation is on file with the Training Division.
- 34.7 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 his/her designee may elect to prohibit the Employee from acting out of classification.
- 34.8 All 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.
- 34.9 Acting out of classification will be distributed as equally as possible to those qualified. Long-term acting assignments shall be filled from leading candidates on the current promotional list for the position.
- 34.10 Prior to beginning the check-off process to act in the Driver Engineer classification, FMIs must obtain "stand alone" status. This language shall be effective upon ratification of the collective bargaining agreement.

SUPPRESSION

34.11 Obtaining the Lieutenant working out of classification will not be a prerequisite to obtaining Driver Engineer working out of classification. No preference in order shall be required.

Note: Highlight is how Article 21 refers to “stand alone.” It refers to ‘obtaining’ the ‘status,’ and “granting’ the ‘status’ etc. Language changed here for consistency.

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.
- E. The Fire Chief or his designee may assign an Inspector II to assume additional supervisory duties. In this circumstance, the compensation and job duties will be discussed at the labor management committee.

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.

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.

SUPPRESSION

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.
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.
- E. 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.

35.5 **Florida Statutes for Firefighters.**

- A. For informational purposes only, a list of the statutes affecting firefighters is available at the office of I. A. F. F., Local 2294.

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 with an R-Day on Monday, Tuesday, Thursday or Friday work a rotating schedule of 120, 96 and 72 hours every two weeks, but work one hundred forty-four (144) regularly scheduled hours in the three (3) week, twenty-one (21) day FLSA pay cycle. Employees with an R-Day on Wednesday, Saturday or Sunday work a balanced schedule of 96 hours every two weeks, but work one hundred forty-four (144) regularly scheduled hours in the three (3) week, twenty-one (21) day FLSA pay cycle. Paycheck averaging may be discussed at the Labor Management Committee and changes may be implemented upon mutual agreement.
 - D. 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 **Regular Workweek.** The Regular Workweek shall be defined as Monday through Friday for a total of forty (40) hours per calendar week or eighty (80) hours per fourteen (14) day pay period.
- 38.4 **Tour of Duty for Regular Workweek Employee.** Employees in the Training Instructor and Fire Inspector (inclusive of Plans Examiner) classifications will be assigned a normal workday from 8:00 a.m. to 5:00 p.m. during the workweek. Employees shall be permitted a one (1) hour unpaid lunch period and two (2) paid fifteen-minute break periods. The normal work week and workday may be changed at the discretion of the Fire Chief, however, prior to changing the normal workweek or work day the Fire Chief will meet and discuss his intent to alter the normal workweek or work day with the Union's authorized representatives.
- 38.5 **Four-Day Workweek for Fire Inspectors.** Employees in the Fire Inspector classification may be provided the option of working a ten (10) hour day from 7:00 a.m. to 6:00 p.m. The workweek for these Employees shall consist of forty (40) hours during a four (4) day period. Employees shall work four (4) consecutive days comprised of a schedule of Monday through Thursday or Tuesday through Friday. However, it shall be within the discretion of the Employer to assign the four (4) day schedule.
- 38.6 **Jerry List.** If a jerry list is ever needed, the responsibility of designating the policy and procedures governing the policy change will be handled through Labor Management Committee meetings.

ARTICLE 39
SENIORITY

- 39.1 Seniority is hereby defined as continuous service with Hillsborough County Fire Rescue, the former Hillsborough County Fire Department, the former Hillsborough County Department of Emergency Medical Services, or any continuous combination thereof. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement (other than DROP participation), or any other termination of employment.
- 39.2 For those individuals who have the same seniority date, birth date shall determine who is the most senior.

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:

SUPPRESSION

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.

SUPPRESSION

- 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.

SUPPRESSION

- 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 fire and/or 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 twenty-six dollars (\$26.00) per hour for Firefighter/EMT and thirty-five dollars (\$35.00) for Paramedic for all hours worked during a Special Event that meets the above criteria.

- b. Employees providing supervisory fire and/or 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 firefighter services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate for Firefighter/EMT is twenty-six dollars (\$26.00) per hour for all hours worked during a Special Event that meets the above criteria.
- b. 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.
- c. Employees providing supervisory fire and/or 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.
- d. Employees providing fire and/or paramedic Events Management Services shall be compensated at the prevailing rate as negotiated between HCFR and the outside entity (minus the administrative fee). The current rate for Managers is forty-five dollars (\$45.00) per hour for all hours worked during a Special Event that meets the above criteria.
- e. 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 Fire / Paramedic Qualifications: Employees must be State of Florida Certified Paramedics in the job classification of Lieutenant or higher.
- C. Fire/Paramedic Event Management Qualifications: Employees must be a Company Fire Captain classification or higher with paramedic certification preferred.
- 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. Employees 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 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.

SUPPRESSION

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.

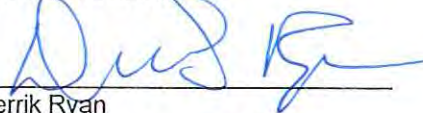
FOR HILLSBOROUGH COUNTY:


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

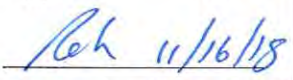

Jose Prado
Vice-President, IAFF Local 2294


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: 

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 18-1321



EXHIBIT A.1

PROMOTION MATRIX

Effective October 1, 2018 – September 30, 2020

(Promotion from Firefighter to Firemedic 1)

FF		FIREMEDIC 1
STEP 3 or lower	➔	STEP 1
STEP 4	➔	STEP 2
STEP 5	➔	STEP 3
STEP 6	➔	STEP 4
STEP 7	➔	STEP 5

(Promotion from Firefighter to Fire Inspector 1)

FF		FIRE INSPECTOR 1
STEP 1 - 6	➔	STEP 1
STEP 7	➔	STEP 2

(Promotion from Firefighter to Training Officer)

FF		TRAINING OFFICER
STEP 1 - 10	➔	STEP 1

(Promotion from Firemedic 1 to Driver Engineer)

FIREMEDIC 1		DRIVER ENGINEER LIEUTENANT/FIRE INSPECTOR 1
STEP 5 or lower	➔	STEP 1
STEP 6	➔	STEP 2
STEP 7	➔	STEP 3
STEP 8	➔	STEP 4
STEP 9	➔	STEP 5

Exhibit A.1 is to be used in conjunction with Exhibit B & C

EXHIBIT A.1

(cont.)

(Promotion from Firemedic 1 to Training Officer)

FIREMEDIC		TRAINING OFFICER	
STEP 1 - 9	➔	STEP 1	

(Promotion from Driver Engineer to Captain)

DRIVER ENGINEER		CAPTAIN/TRAINING OFFICER	
STEP 4	➔	STEP 1	
STEP 5	➔	STEP 2	
STEP 6	➔	STEP 3	
STEP 7	➔	STEP 4	
STEP 8	➔	STEP 5	

(Promotion from Captain to Battalion Chief)

CAPTAIN		BATTALION CHIEF	
STEP 5	➔	STEP 3	
STEP 6	➔	STEP 4	
STEP 7	➔	STEP 5	

EXHIBIT A.2

PROMOTION MATRIX

Effective October 1, 2020

(Promotion from Firefighter to Firemedic 1)

FF		FIREMEDIC 1
STEP 1	➔	STEP 1
STEP 2	➔	STEP 2
STEP 3	➔	STEP 3
STEP 4	➔	STEP 4
STEP 5	➔	STEP 5
STEP 6	➔	STEP 6
STEP 7	➔	STEP 7
STEP 8	➔	STEP 8
STEP 9	➔	STEP 9
STEP 10	➔	STEP 10

(Promotion from Firefighter to Fire Inspector 1)

FF		FIRE INSPECTOR 1
STEP 1 - 7	➔	STEP 1
STEP 8	➔	STEP 2
STEP 9	➔	STEP 3
STEP 10	➔	STEP 4

(Promotion from Firefighter to Training Officer)

FF		TRAINING OFFICER
STEP 1 - 10	➔	STEP 1

(Promotion from Firemedic 1 to Driver Engineer/Lieutenant/Fire Inspector 1)

FIREMEDIC 1		DRIVER ENGINEER LIEUTENANT/FIRE INSPECTOR 1
STEP 5 or lower	➔	STEP 1
STEP 6	➔	STEP 2
STEP 7	➔	STEP 3
STEP 8	➔	STEP 4
STEP 9	➔	STEP 5
STEP 10	➔	STEP 6
STEP 11	➔	STEP 7
STEP 12	➔	STEP 8
STEP 13	➔	STEP 9

Exhibit A.2 is to be used in conjunction with Exhibit D

EXHIBIT A.2

(Cont).

(Promotion from Firemedic 1 to Training Officer)

FIREMEDIC		TRAINING OFFICER	
STEP 1 - 13	➔	STEP 1	

(Promotion from Driver Engineer to Captain/Training Officer)

DRIVER ENGINEER		CAPTAIN/TRAINING OFFICER	
STEP 5 or lower	➔	STEP 1	
STEP 6	➔	STEP 2	
STEP 7	➔	STEP 3	
STEP 8	➔	STEP 4	
STEP 9	➔	STEP 5	
STEP 10	➔	STEP 6	
STEP 11	➔	STEP 7	
STEP 12	➔	STEP 8	

(Promotion from Captain to Battalion Chief)

CAPTAIN		BATTALION CHIEF	
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	

EXHIBIT B SUPPRESSION

FY 2019 Step Plan

Effective October 1, 2018

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Pre 2011 Firefighter	27.23								
Firefighter	17.15	18.01	18.91	19.85	20.84	21.88	22.97		
Firemedic I	19.55	20.41	21.31	22.25	23.24	24.28	25.37	26.52	28.09
Driver Engineer	22.14	23.24	24.41	25.63	26.91	28.26	29.67	31.24	
Driver Engineer-Paramedic Incentive	24.54	25.64	26.81	28.03	29.31	30.66	32.07	33.64	
Lieutenant	24.54	25.64	26.81	28.03	29.31	30.66	32.07	33.64	
Captain	27.63	29.01	30.46	31.98	33.58	35.26	37.55		
Captain-Paramedic Incentive	30.03	31.41	32.86	34.38	35.98	37.66	39.95		
Fire Inspector(48 Hour)-Investigator	27.63	29.01	30.46	31.98	33.58	35.26	37.55		
Fire Inspector(48 Hour)-Investigator-Paramedic Incentive	30.03	31.41	32.86	34.38	35.98	37.66	39.95		
Firemedic IV	34.74	35.26							
Training Officer	33.15	34.81	36.55	38.38	40.30	42.31	45.06		
Training Officer-Paramedic Incentive	36.03	37.69	39.43	41.26	43.18	45.19	47.94		
Fire Inspector I	26.57	27.88	29.29	30.75	32.29	33.91	35.61	37.49	
Fire Inspector I-Paramedic Incentive	29.45	30.76	32.17	33.63	35.17	36.79	38.49	40.37	
Fire Inspector II	33.15	34.81	36.55	38.38	40.30	42.31	45.06		
Fire Inspector II-Paramedic Incentive	36.03	37.69	39.43	41.26	43.18	45.19	47.94		

EXHIBIT C SUPPRESSION

FY 2020 Step Plan

Effective October 1, 2019

Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Pre 2011 Firefighter	28.59								
Firefighter	18.01	18.91	19.86	20.84	21.88	22.97	24.12		
Firemedic I	20.41	21.31	22.26	23.24	24.28	25.37	26.52	27.73	29.37
Driver Engineer	23.25	24.40	25.63	26.91	28.26	29.67	31.15	32.80	
Driver Engineer-Paramedic Incentive	25.65	26.80	28.03	29.31	30.66	32.07	33.55	35.20	
Lieutenant	25.65	26.80	28.03	29.31	30.66	32.07	33.55	35.20	
Captain	29.01	30.46	31.98	33.58	35.26	37.02	39.43		
Captain-Paramedic Incentive	31.41	32.86	34.38	35.98	37.66	39.42	41.83		
Fire Inspector(48 Hour)-Investigator	29.01	30.46	31.98	33.58	35.26	37.02	39.43		
Fire Inspector(48 Hour)-Investigator-Paramedic Incentive	31.41	32.86	34.38	35.98	37.66	39.42	41.83		
Firemedic IV	36.36	36.90							
Training Officer	34.81	36.55	38.38	40.30	42.32	44.43	47.31		
Training Officer-Paramedic Incentive	37.69	39.43	41.26	43.18	45.20	47.31	50.19		
Fire Inspector I	27.90	29.27	30.75	32.29	33.90	35.61	37.39	39.36	
Fire Inspector I-Paramedic Incentive	30.78	32.15	33.63	35.17	36.78	38.49	40.27	42.24	
Fire Inspector II	34.81	36.55	38.38	40.30	42.32	44.43	47.31		
Fire Inspector II-Paramedic Incentive	37.69	39.43	41.26	43.18	45.20	47.31	50.19		

EXHIBIT D1R SUPPRESSION

FY 2021 Conversion to 3.5% Step Plan

For initial repositioning October 1, 2020

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
Pre 2011 Firefighter	28.59												
Firefighter	18.01	18.64	19.29	19.97	20.67	21.39	22.14	22.91	23.71	24.54			
Firemedic I	20.41	21.12	21.86	22.63	23.42	24.24	25.09	25.97	26.88	27.82	28.79	29.80	30.84
Driver Engineer	23.25	24.06	24.90	25.77	26.67	27.60	28.57	29.57	30.60	31.67	32.78	33.93	
Driver Engineer-Paramedic Incentive	25.65	26.46	27.30	28.17	29.07	30.00	30.97	31.97	33.00	34.07	35.18	36.33	
Lieutenant	25.65	26.46	27.30	28.17	29.07	30.00	30.97	31.97	33.00	34.07	35.18	36.33	
Captain	29.01	30.03	31.08	32.17	33.30	34.47	35.68	36.93	38.22	39.56			
Captain-Paramedic Incentive	31.41	32.43	33.48	34.57	35.70	36.87	38.08	39.33	40.62	41.96			
Fire Inspector(48 Hour)-Investigator	29.01	30.03	31.08	32.17	33.30	34.47	35.68	36.93	38.22	39.56			
Fire Inspector(48 Hour)-Investigator-Paramedic	31.41	32.43	33.48	34.57	35.70	36.87	38.08	39.33	40.62	41.96			
Firemedic IV	36.36	37.55											
Training Officer	34.81	36.03	37.29	38.60	39.95	41.35	42.80	44.30	45.85	47.45			
Training Officer-Paramedic Incentive	37.69	38.91	40.17	41.48	42.83	44.23	45.68	47.18	48.73	50.33			
Fire Inspector I	27.90	28.88	29.89	30.94	32.02	33.14	34.30	35.50	36.74	38.03	39.36		
Fire Inspector I-Paramedic Incentive	30.78	31.76	32.77	33.82	34.90	36.02	37.18	38.38	39.62	40.91	42.24		
Fire Inspector II	34.81	36.03	37.29	38.60	39.95	41.35	42.80	44.30	45.85	47.45			
Fire Inspector II-Paramedic Incentive	37.69	38.91	40.17	41.48	42.83	44.23	45.68	47.18	48.73	50.33			

EXHIBIT D SUPPRESSION

FY 2021 Step Plan

Effective October 1, 2020

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
Pre 2011 Firefighter	29.45												
Firefighter	18.55	19.20	19.87	20.57	21.29	22.03	22.80	23.60	24.42	25.28			
Firemedic I	21.02	21.75	22.52	23.31	24.12	24.97	25.84	26.75	27.69	28.65	29.65	30.69	31.77
Driver Engineer	23.95	24.78	25.65	26.54	27.47	28.43	29.43	30.46	31.52	32.62	33.76	34.95	
Driver Engineer-Paramedic Incentive	26.35	27.18	28.05	28.94	29.87	30.83	31.83	32.86	33.92	35.02	36.16	37.35	
Lieutenant	26.35	27.18	28.05	28.94	29.87	30.83	31.83	32.86	33.92	35.02	36.16	37.35	
Captain	29.88	30.93	32.01	33.14	34.30	35.50	36.75	38.04	39.37	40.75			
Captain-Paramedic Incentive	32.28	33.33	34.41	35.54	36.70	37.90	39.15	40.44	41.77	43.15			
Fire Inspector(48 Hour)-Investigator	29.88	30.93	32.01	33.14	34.30	35.50	36.75	38.04	39.37	40.75			
Fire Inspector(48 Hour)-Investigator-Paramedic	32.28	33.33	34.41	35.54	36.70	37.90	39.15	40.44	41.77	43.15			
Firemedic IV	37.38	38.60											
Training Officer	35.85	37.11	38.41	39.76	41.15	42.59	44.08	45.63	47.23	48.87			
Training Officer-Paramedic Incentive	38.73	39.99	41.29	42.64	44.03	45.47	46.96	48.51	50.11	51.75			
Fire Inspector I	28.74	29.75	30.79	31.87	32.98	34.13	35.33	36.57	37.84	39.17	40.54		
Fire Inspector I-Paramedic Incentive	31.62	32.63	33.67	34.75	35.86	37.01	38.21	39.45	40.72	42.05	43.42		
Fire Inspector II	35.85	37.11	38.41	39.76	41.15	42.59	44.08	45.63	47.23	48.87			
Fire Inspector II-Paramedic Incentive	38.73	39.99	41.29	42.64	44.03	45.47	46.96	48.51	50.11	51.75			