

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PASCO COUNTY, FL  
BOARD OF COUNTY COMMISSIONERS**

**AND**

**PASCO COUNTY PROFESSIONAL FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS  
(IAFF)  
LOCAL 4420**

**SUPERVISORY UNIT**

**From Ratification to September 30, 2017**

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**ARTICLE 1**  
**PREAMBLE**

**1.1** This agreement is entered into by and between Pasco County Board of County Commissioners, hereinafter, referred to as the "County", and Pasco County Professional Fire Fighters, IAFF Local 4420 Supervisory Unit, hereinafter referred to as the "Union". This Agreement has been negotiated in good faith to assure sound and mutually beneficial working and economic relationship between the parties hereto, to establish orderly and peaceful procedures to settle differences which might arise, and to set forth herein basic and full agreements between the parties concerning wages, hours, and other terms and conditions of employment.

**1.2** The Union recognizes that the County is engaged in furnishing essential public services which are vital to 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.

**1.3** All references to employees in the male gender is strictly for convenience only and shall be construed to include both male and female employees within the bargaining unit.

**ARTICLE 2**  
**DURATION**

**2.1** This Agreement shall be effective upon ratification by the supervisory bargaining unit employees and approval of the Board of County Commissioners and shall remain in full force and effect through the 30<sup>th</sup> day of September 2017.

**2.2** Negotiations for a successor agreement will begin by April 30, 2017.

**2.3** Negotiations scheduled by mutual agreement on a scheduled workday of a bargaining unit member will not result in a loss of pay. This time will only be for the duration of the negotiations and a reasonable travel time to and from assigned work site.

**ARTICLE 3**  
**RECOGNITION**

**3.1** The County recognizes the Union as the exclusive bargaining representatives as defined by Chapter 447 of the Florida Statutes for wages, hours and terms and conditions of employment for all employees within the supervisory unit in accordance with Certification 1676 issued by the Public Employees Relations Commission of the State of Florida on October 10, 2008.

**3.2** The County agrees to deal solely with authorized representatives of the IAFF and/or Union in matters requiring mutual consent or other official action called for in this Agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**4.1** It is the right of the County to determine unilaterally the purpose of each of its constituent departments and divisions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the rights of the County to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT**

**5.1** The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County as defined in the Florida Statutes. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

**ARTICLE 6**  
**PREVAILING RIGHTS/MAINTENANCE OF BENEFITS**

**6.1** All rights, privileges and working conditions enjoyed by the employees at the present time and which are known to the Fire/Rescue Department (FRD) senior staff or above that are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

**ARTICLE 7**  
**EXPIRATION OF AGREEMENT**

**7.1** In the event the County and the Union have not reached and ratified a successor collective bargaining agreement prior to the expiration of this agreement, the wage and monetary benefit levels shall be frozen on the final day of the agreement (09/30/17) until modified by subsequent ratified or imposed agreement.

**ARTICLE 8**  
**SAVINGS CLAUSE**

**8.1** Both parties with the full belief accept this Agreement hereto that it is in every respect legal. If any Article, clause, sentence or part of this Agreement is, for any reason, held to be legally invalid or unenforceable in any respect, said decision shall not affect the remaining provisions of this Agreement.

**ARTICLE 9**  
**SUCCESSOR AGREEMENTS**

**9.1** This Agreement shall be binding upon the successors, and assigns all of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

**ARTICLE 10**  
**CAREER SERVICE MANUAL/SOGs**

**10.1** Except as modified by a specific provision of this Agreement, the Fire Rescue Department's Standard Operating Guidelines (SOG) and the County's Career Service Rules and Regulations, also known as the Career Service Manual, and any amendments or modifications thereto shall govern the employees covered under this Agreement.

**10.2** Should the County want to amend or modify any provision of the SOGs or Career Service Manual that affects wages, hours, terms and conditions of employment, it shall provide a copy of and submit a written request to negotiate any such amendment or modification to the Union within 30 days.

**ARTICLE 11**  
**COLLECTIVE BARGAINING AGREEMENT COPIES**

**11.1** This Agreement and any future Agreement shall be placed on the County website ([www.pascocountyfl.net](http://www.pascocountyfl.net)) within 30 days of ratification.

**ARTICLE 12**  
**DUES CHECKOFF**

**12.1** The COUNTY agrees to deduct Union dues, in an amount certified to be current by the treasurer of the UNION, bi-weekly from each paycheck of those employees who individually request in writing that such deductions be made and remit the total amount of the deductions to the Treasurer of the UNION.

**12.2** The Union will pay to the County an annual fee of \$50.00 for collection of bargaining unit membership dues.

**ARTICLE 13**  
**LABOR-MANAGEMENT COOPERATION**

**13.1** The County and Union agree to maintain a single cooperative Labor/Management committee. The committee shall consist of an equal number of members from each party. The committee shall meet at a minimum quarterly and it is understood that it is in no way a substitute for the grievance process or the right of collective bargaining but has been established for the purpose of discussion and input from both sides on matters that may be mutually resolved by the parties.

## ARTICLE 14 **COMMUNICATIONS**

### 14.1 Bulletin Boards

The County agrees to furnish suitable space in convenient places in each fire station to be used by the Union. The Union will provide bulletin boards at its own expense. Such bulletin boards will be a maximum of twelve (12) square feet in area and located in a position to be mutually agreed upon by the County and the Union. All notices will be approved by the Union President or his authorized representative.

Union authorized postings will be limited to the following:

- Notice of social and/or recreational events, and Official Union business posted on IAFF letterhead.
- The use of the bulletin board for advocacy regarding public County election matters (candidate or issue endorsement or opposition) is prohibited.
- The County has no duty to monitor the bulletin boards.
- The Union is solely responsible for all items posted and the consent of the County to the use of open bulletin boards does not imply County consent to items posted on the board.

### 14.2 Inter-office Communications

A reasonable number of documents may be distributed to the bargaining unit members. The same document distributed through inter-office communications may be posted on the bulletin board at each station.

### 14.3 E-mail Communications

A reasonable number of e-mails may be transmitted to the bargaining unit members.

### 14.4 Station Visits

Off-duty employees may only visit stations to conduct and discuss union business in accordance with the Fire Rescue Department Standard Operating Guidelines.

**ARTICLE 15**  
**DEFINITION OF SENIORITY**

**15.1** Total seniority shall be determined by continuous service in the Pasco County Fire Rescue Department (within the bargaining and supervisory units) calculated from the date of employment with Pasco County. Continuous service shall be broken only by resignation, discharge, inactive status or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the eligibility list.

**15.2** Time in grade seniority shall be determined by the employee's most recent date of promotion. Employees with the same promotional date shall be assigned to the seniority list in the order of their ranking on the eligibility list.

**ARTICLE 16**  
**PERSONNEL REDUCTION**

16.1 Personnel reduction will be in accordance with the following retention Matrix: When a reduction in the County workforce occurs as described in Career Service Manual Rule B13.05, employees will be retained by application of the County's Retention Matrix, hereinafter set forth:

Retention Matrix

The following criteria will be utilized in a Retention Matrix to ascertain the order in which employees will be laid off. Employees will be compared with other employees with the same job title in the same department. The Human Resources Department will compile the Matrix based on information in the employees' official personnel file.

A supervisory unit employee that is affected by the Matrix Plan will bump down to a Captain's position with a five (5) percent reduction in pay. Employees bumping down shall be provided the appropriate orientation prior to assignment.

The matrix is comprised of five criteria as follows:

*1. Seniority: Must be most recent continuous service, without any disciplinary actions or below expectations/needs improvement evaluations, as follows:*

<i>0 to 3 years</i>	<i>0 point</i>
<i>4 to 10</i>	<i>2 points</i>
<i>11 to 15</i>	<i>4 points</i>
<i>16 to 20</i>	<i>6 points</i>
<i>21 to 25</i>	<i>8 points</i>
<i>26 and up</i>	<i>10 points</i>

*2. Performance:* Points will be awarded for satisfactory or above standards performance or deducted for below standards performance, based on each merit rating on the overall evaluation for the last five (5) merit evaluations. Points will be awarded per year as follows:

Exceeds	4 points
Meets	2 points
Needs improvement	minus 2 points
Unsatisfactory	minus 4 points

3. Disciplinary Action: Deductions will be based on disciplines for the past five (5) years, and must be in the Official Personnel File, -25 Point maximum, as follows:

Reprimand	minus 1 point
One day Suspension	minus 2 points
More than one day Suspension	minus 3 points
Involuntary Demotion	minus 4 points

There will be no stacking of discipline for a single violation. Example: if an employee receives a one day suspension and a demotion for the same violation, the maximum minus points is 4 (not 2 plus 4).

4. Additional Skills or Training: It is possible that an employee has an additional skill or certification of particular value to the County which is related to the department's goals and objectives. If applicable, the employee, through their department head should provide justification for review by the Human Resources Director of said specific skills or training. They may be awarded points if they contribute to mission success. If they are determined to qualify, a maximum of 5 points are possible, one point for each skill or two points for additional training, above the minimum qualifications of their job. Examples may include:

- An accredited degree above the minimum qualifications for the position. 2 Points.
- Considerable knowledge and proven application of construction principles, methods, and materials, as well as of unsafe building code enforcement, etc. 1 Point.
- Demonstrated proficiency in specific computer programs such as C++ HTML, Business Objects, etc. 1 Point each.

5. Veterans' Preference: In accordance with Florida Statutes, qualifying veterans are entitled to preference in retention; therefore, veterans will be given additional points. Eligible veterans will receive 1 point; disabled veterans receive 2 points, which will be added to their other points.

**ARTICLE 17**  
**PERSONNEL RECORDS (REVIEW OF)**

**17.1** The County shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays.

**17.2** Adverse comments may not be placed in the employees' master personnel files without the employees' signature on the face of the document. Employees may cause to be placed in their master personnel files, with acknowledgement of the Fire Chief or designee, responses to adverse material inserted therein and a reasonable amount of correspondence from other sources directly related to their job performance.

**ARTICLE 18**  
**OUTSIDE EMPLOYMENT**

**18.1** Full-time employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, County employment shall be considered the primary employment and no employee may engage in outside employment which would create a conflict of interest with County service.

**18.2** No employee shall accept or begin any outside employment prior to requesting approval from the Fire Chief to engage in outside employment. The request shall state the type of employment, the hours of work, the name of the prospective employer, and the place of employment. The request will then be forwarded to the County Administrator or designee.

**18.3** The County Administrator or designee may approve or reject the request based on reasonable practices. Such approval shall not be unreasonably withheld. Any notice to engage in outside employment granted as hereinbefore provided may be cancelled or terminated with just cause at any time by the County Administrator or designee, upon giving written notice to the employee to whom said permission was granted.

**18.4** No employee granted permission to engage in outside employment shall work at said outside employment for a longer period of time than stated in the request, nor for a different employer than that set forth in the request.

**18.5** Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from duty if and when called for emergency service by the County. Every employee granted permission to engage in outside employment under this rule shall agree to and shall respond immediately or as soon as possible to any emergency call to duty by the County whenever the Fire Chief or the County Administrator shall determine their services to be necessary.

**18.6** Equipment, facilities, vehicles, or property of the County shall not be used by employees for outside employment, nor for travel to such employment.

**18.7** Employees cannot hold two paid County jobs.

**ARTICLE 19**  
**EMPLOYMENT OF RELATIVES**

**19.1** Employment of Relatives shall be in accordance with the Provisions of the Florida State Statutes. (112.3135 F.S.)

**ARTICLE 20**  
**UNIFORMS**

- 20.1 During the term of this agreement, the county agrees to provide and replace uniforms, protective turnout gear, and related equipment required by the department SOG. The turnout gear and related equipment will be at no cost to the employee. It is the county's intent to immediately provide to each employee at the time of hiring or promotion the uniforms, accessories or protective clothing listed in the department's *Uniform & PPE Specifications* manual. However, should such uniforms, accessories or protective clothing not be in stock at the time of hiring or promotion, the department shall process the appropriate documentation necessary to obtain such items. The union shall have input, through the Labor Management Committee, in recommending standards and dress codes for the items provided.
- 20.2 Department-approved uniforms will be replaced through an approved online web ordering portal to purchase the uniform items. Each bargaining unit member will be allocated funds (as indicated in Article 20.4 of this agreement) by the county at the start of each fiscal year, which will be no later than October 1<sup>st</sup> and those funds will be placed in an account administered through this approved uniform ordering web portal. The catalog of items on this web ordering portal will be as all-encompassing as feasible, and will include but not be limited to, footwear, belts, cold weather gear, and hats that can be worn on duty. The agreed-upon funds applied to each bargaining unit member's uniform account may adjust each fiscal year to account for increases in replacement uniform costs. Funds deposited in each web ordering portal account are required to be expended within the current fiscal year or be forfeited. The web portal will track the funds available in each member's account deducting the appropriate amount from each executed purchase. Ninety days before the end of the fiscal year, members will receive a notification from the web portal advising them of funds still available in their account. Once funds allocated by the county have been exhausted, the member will be responsible for any additional costs for purchasing items through the web ordering portal. Each member may use the e-mail address of their choosing to receive ordering confirmations and notifications from the web portal. The web ordering portal will be accessible from the Internet at all Fire Rescue locations, as well as from any other location via the Internet. Fire Rescue Supply will continue to stock necessary uniform items to replace member uniforms in

emergent situations. These will be used to replace uniforms damaged on emergency calls, not from normal wear and tear or negligence of the member.

- 20.3 Employees leaving the service for any cause shall deliver to Fire Rescue Supply, in a clean and orderly condition, all equipment and turnout gear assigned to them by the County. This does not include items purchased through the web ordering portal, with the exception of official regular duty uniform items displaying the department name and/or logo.
- 20.4 The base amount to be deposited in each member's web ordering portal account no later than October 1<sup>st</sup> 2015 (or the first pay period following ratification whichever is later) will be \$420 per member adjusted as necessary to reflect changes to basic items as approved in the Uniform & PPE Specifications Manual. The county may, at any time, add funds to each member's account to use for the purchase of any new uniform item the department requires each member to utilize or wear. These additional funds may only be used to purchase this additional new item.
- 20.5 Uniforms and personal protective equipment (PPE) will be governed by the department's *Uniform & PPE Specifications* manual which will be created by the Labor-Management Committee with input from the Health and Safety Committee where appropriate. The company that administers the web ordering portal will be approved by the Labor-Management Committee.

**ARTICLE 21**  
**GRIEVANCE PROCEDURE**

21.1 A grievance is defined as a dispute regarding interpretation or application of a provision of this Agreement. A disciplinary appeal is not a grievance but may be processed as set forth in the Disciplinary Appeal Article.

21.2 Grievances will be presented in the following manner:

Informal Complaint- An employee must first discuss an alleged grievance with their immediate supervisor (Assistant Chief) and will reduce to writing within twenty (20) working days of knowledge of the occurrence in an effort to find a resolution. The Union may be notified by the grievant and be allowed to be present at any such discussions. The Assistant Chief will respond in writing within twenty (20) working days.

21.3 Step 1 - If the grievance is not settled during the Informal Complaint, the grievance may be submitted to the Fire Chief within twenty (20) working days of the previous response and he will conduct a meeting to investigate the facts and render a written decision within twenty (20) working days after the scheduled meeting.

21.4 Step 2- If the grievance is not settled at Step 1, the grievance may be submitted within twenty (20) working days of the previous response to the County Administrator or designee who will conduct a meeting within twenty (20) working days to investigate the facts and render a written decision within twenty (20) working days after the scheduled meeting.

21.5 Step 3 - If the grievance is not settled at Step 2, the grievance may be submitted to arbitration by either of the parties upon notice to the other party within thirty (30) days of the previous response.

21.6 Step 4 - An impartial arbitrator will be selected from a panel supplied by the American Arbitration Association or Federal Mediation and Conciliation Service upon the request of either party. The parties will, within twenty (20) calendar days of receipt of the panel, make a selection of an arbitrator. The selection will be by alternately striking the names from the list. The grievant will strike first. The decision of the arbitrator will be final and binding upon both parties. Each party will bear the expense of its own witnesses and representation. The cost of the

arbitrator will be shared equally by the parties. If either party requests a transcript, the party requesting the transcript will be wholly responsible for the cost of such transcript.

21.7 If the County fails to respond to a grievance in the prescribed time frames the grievance will be considered denied and may be moved to the next step of the process. The parties may by mutual agreement waive any step in the grievance procedure.

**ARTICLE 22**  
**DISCIPLINE AND DISCHARGE**

22.1 No employee will be disciplined or discharged without just cause. Discipline will follow the general principles of progressive discipline, including recognized exceptions to those principles. The Firefighter Bill of Rights F.S. 112.80 will apply to all bargaining unit members.

22.2 An employee may appeal a major discipline (termination, demotion or suspension w/o pay of more than one shift) using the Personnel Board procedure set forth in the CSM.

**ARTICLE 23**  
**HOURS OF WORK**

23.1 The current shift consisting of 24 hours on duty and 48 hours off duty will remain in effect unless amended by mutual agreement by both parties. The twenty four (24) hour three (3) platoon shift schedule will remain in effect commencing at 0700 hours and continue through 0700 hours the following day unless amended by mutual agreement of both parties.

23.2 For all bargaining Unit members assigned to a fifty-six (56) hour workweek, the computation for pay purposes (to determine hourly rate) will be based on 2912 hours per year.

23.3 For all bargaining unit members assigned to a forty (40) hour workweek, the computation for pay purposes (to determine hourly rate) will be based on 2080 hours per year.

23.4 The current bi-weekly pay period will remain in effect unless amended by mutual agreement of both parties.

23.5 Holiday leave, annual leave, funeral leave, military leave and court leave count as hours worked for overtime purposes. All other leaves of absence, whether paid or unpaid, shall not be counted as time worked for the purposes of computing eligibility for overtime pay.

**ARTICLE 24**  
**ANNUAL LEAVE**

**24.1** Each employee shall be eligible for annual leave with pay and shall be administered as written in the County's Career Service Manual section A2 except for the following changes. Employees shall earn vacation allowances as of their first date of employment.

**24.2 FRD Shift**

Annual Leave shall be earned each 14 day pay cycle based on the following schedule:

Date of hire - End of 5 <sup>th</sup> year: .....	5.50 hours biweekly
Start of 6 <sup>th</sup> year - End of 10 <sup>th</sup> year: .....	6.50 hours biweekly
Start of 11 <sup>th</sup> year - End of 15 <sup>th</sup> year: .....	7.75 hours biweekly
Start of 16 <sup>th</sup> year On:.....	9.25 hours biweekly

**24.3 FRD Non-shift-40 hour employee**

Annual Leave shall be earned each Biweekly pay cycle based on the following schedule:

Date of hire - End of 5 <sup>th</sup> year: .....	3.69 hours biweekly
Start of 6 <sup>th</sup> year - End of 10 <sup>th</sup> year: .....	4.62 hours biweekly
Start of 11 <sup>th</sup> year - End of 15 <sup>th</sup> year: .....	5.54 hours biweekly
Start of 16 <sup>th</sup> year On: .....	6.46 hours biweekly

**24.4** No more than one employee is allowed to use annual leave per shift.

**ARTICLE 25**  
**MEDICAL LEAVE**

**25.1** Employees incurring a non-duty sickness or disability will be allowed medical leave with full pay in accordance with the County's Career Service Manual section A3. On-duty sickness or disability shall not be charged to the accumulated medical leave of the employee.

**ARTICLE 26**  
**MEDICAL LEAVE CONVERSION TO ANNUAL LEAVE**

**26.1** During the first pay cycle every April, employees of the bargaining unit shall be eligible to convert their accrued medical leave hours to annual leave hours based on the following schedule:

<u>Accumulated Medical Leave Hours</u>	<u>Hours Convertible to Annual Leave</u>
250 – 499	36
500 - 749	48
750 - 999	60
1000 +	72

**ARTICLE 27**  
**OTHER LEAVES OF ABSENCE**

**27.1** Policies within the County's Career Service Manual pertaining to funeral leave, court leave, conference and educational leave, military leave, examination leave, administrative leave, leave without pay, absence without leave, inactive status and the overtime disclaimer shall remain in effect unless amended by mutual agreement of the parties.

**27.2** Employees are no longer eligible for administrative leave.

**27.3** An employee may use accrued sick time, annual leave, a shift swap, or Union Leave time (the latter with Union President consent) to extend funeral leave beyond the one shift paid leave provided by the County.

**ARTICLE 28**  
**UNION LEAVE ACCOUNT**

28.1 The Union Leave Account shall be administered in the same manner as in the Rank and File IAFF Bargaining Contract with Pasco County.

**ARTICLE 29**  
**EXCHANGE OF TIME**

**29.1** Shift exchanges are permitted for employees with prior written approval of the Assistant Chief following written request submitted by at least 2000 hours the prior regular shift. Prior written approval and the prior regular shift notification may be waived by the Assistant Chief. Requests to exchange more than five (5) consecutive shifts, one hundred twenty (120) hours, may be permitted with prior written consent by the Fire Chief. No employee may pay another employee for the exchange of time.

**29.2** Shift exchanges shall be rank/classification for rank/classification.

**29.3** Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.

**29.4** A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the employee originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.

**29.5** A shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay or out of class pay because of a shift exchange. An employee can work in the same battalion as a family member or significant partner but not at the same station.

**29.6** An employee who abuses this Article shall be subject to the loss of the right to exchange shifts for the period of up to one (1) year. Any member of the bargaining unit who agrees to exchange a shift, but fails to report to work the agreed shift, shall be subject to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the County, as well as the practical needs of their teammates in mind.

**ARTICLE 30**  
**HOLIDAY PAY**

**30.1** The following Holidays are those that shall be recognized and observed:

**30.2** New Year's Day; Martin Luther King's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day, all other holidays approved by the Board of County Commissioners.

**30.3** Employees assigned to a 24-hour shift, whether they work the holiday or not, shall receive 12 hours of additional pay for all holidays listed above.

**30.4** All employees assigned to a 24-hour shift shall observe the actual holiday.

**30.5** All employees assigned to a 40-hour workweek shall observe the holiday schedule as outlined in the Career Service Manual.

**30.6** Employees who actually work on a scheduled holiday will be compensated at a rate of one and one-half times his regular rate of pay for the hours 07:00 to 24:00 or 24:00 to 07:00.

**ARTICLE 31**  
**MILEAGE ALLOWANCE**

**31.1** Employees required to use their private automobiles for approved Pasco County business shall be compensated at the rate per mile in effect for the State on the date travel occurred.

**ARTICLE 32**  
**SAFETY AND HEALTH COMMITTEE**

**32.1** There shall be a joint safety and health committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union.

**32.2** The joint committee shall:

1. Meet at least once bi-monthly at established dates and times.
2. Make periodic inspections of Fire Rescue Department facilities and apparatus, protective equipment, protective clothing and devices to review work methods and conditions, including training procedures at least once every three (3) months.
3. Make written recommendations for the correction of hazardous conditions or unsafe work methods that come to its attention. All recommendations shall be forwarded to the Fire Rescue Department officials responsible for providing a safe and healthy workplace and include a target date for abatement of the hazardous conditions or unsafe work practice.
4. Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.
5. Review and analyze all reports of accidents, deaths, injuries, and illnesses. Make immediate and detailed investigation of each accident, death or illness to determine fundamental cause. Make written recommendations that include a date of implementation to modify or add any rules and procedures to further promote the avoidance of such incidents in the future.

**32.3** Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal or state safety and health law, shall be made available upon the request of each member of the safety and health committee.

**32.4** The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters.

**32.5** The County shall pay Union members of the committee their regular rate for all time spent on committee business with the approval of the Assistant Chief, including time spent in inspections, handling of safety problems, accompanying inspectors and in meetings or training seminars related to safety and health.

**ARTICLE 33**  
**WELLNESS AND FITNESS PROGRAM**

**33.1** The Fire Rescue Department and Union representatives, during the duration of this contract may develop a non-punitive Wellness and Fitness Program. The Program implementation will be contingent upon funding and approval by the Union and Management.

**ARTICLE 34**  
**DRUG FREE WORKPLACE**

**34.1** The County and the Union agree to follow the provisions of F.S. 112.0455 Drug Free Workplace Act. The County may, at its discretion, require an employee to submit to a post-accident drug test, a random drug test, or a drug test associated with suspected sick leave abuse. In all case of an order to submit to a drug test, the “Obey First-Grieve Later” rule will apply.

**ARTICLE 35**  
**WORKERS' COMPENSATION**

**35.1** An employee who is injured in the line of duty shall have the option of having the original diagnosis of injury performed by an Emergency Room physician. An employee who is temporarily disabled in the line of duty shall be placed immediately on Pre-Workers' Compensation without a waiting period. An employee who is placed on Pre-Workers' Compensation will be paid his full wage by the employer, including holiday pay, for their regularly scheduled hours, for time lost through the first seven (7) calendar days of his disability leave. Fourteen (14) calendar days shall apply to injuries or illnesses occurring in the performance of their duties at an emergency scene and/or training. An additional 14 days may be requested by the employee and approved by the Fire Chief. This provision may be extended by the County Administrator and the extension is not grievable.

**35.2** Many on-the-job injuries may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform. An employee injured in the line of duty, which temporarily prohibits the performance of the employee's regularly assigned duties, may be placed in a light duty job. Light duty is defined under this article as work performed for a period of time prior to the employee reaching maximum medical improvement (MMI). The employer is under no obligation to create light duty for an employee and the provision of light duty for one employee shall not be precedent for provision of light duty for another employee.

**35.3** Provided that the authorized Workers' Compensation physician states that a light duty assignment is acceptable and light duty work is available, the employee will report to the Fire Chief, or designee, on the next working day, defined as Monday through Friday, for assignment of duties within the department. Light duty assignments, when available, will normally consist of a forty (40) hour workweek.

**35.4** When an employee is placed on light duty, the employee's salary shall not be affected where the compensation level would be below the amount that the employee normally would receive on workers' compensation. In no event shall an employee on light duty receive less than their full pay, including holiday pay.

**35.5** An employee will not be entitled to Holiday pay when in a non-pay status, including the receipt of Workers' Compensation, Short-Term Disability, or Long-Term Disability.

**35.6** The employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.

**ARTICLE 36**  
**HEALTH INSURANCE**

**36.1** Effective with the execution of this Agreement, the employees in the bargaining unit shall have the same health insurance benefits available to other non-bargaining unit employees during the open enrollment period.

**36.2** If requested by the Union, the Human Resources Director agrees to meet with the Union prior to the Insurance Committee Meeting to discuss changes to the benefits as well as hear suggestions with respect to County benefits.

**ARTICLE 37**  
**ARTICLE LEFT INTENTIONALLY BLANK**

**ARTICLE 38**  
**RETIREE GROUP HEALTH INSURANCE**

**38.1** A member of the bargaining unit retiring from service with the County, and receiving a retirement benefit from the State of Florida Retirement System, may elect to continue the County's group health insurance at his or her own expense. Under those circumstances, the County will pay the premium for a retiree with 30 years of service with Pasco County in return for the surrender of the retiree's Health Insurance Subsidy, up to \$150.00. The Health Insurance Subsidy is included in the retirement benefit of retirees that pay a cost to continue health insurance. The county paid health insurance is continued only up to age 65, the age at which the retiree becomes Medicare Eligible.

**38.2** Employees who are in DROP may receive this benefit if their DROP exit date is within 30 days of their 30 year anniversary with Pasco County.

**38.3** Former Dade City employees who transferred to Pasco County as part of the merger in October, 2003, may count their time served with Dade City toward the 30 years of service with Pasco County for this purpose only and may retire from either the State of Florida or City of Dade City retirement plan to receive this benefit.

**ARTICLE 39**  
**TUITION REIMBURSEMENT**

**39.1** The County agrees to continue its current tuition reimbursement program as outlined in the Career Service Manual titled "Pasco County Tuition Reimbursement Program Policy and Procedure".

**ARTICLE 40**  
**EVALUATIONS**

**40.1** The County and Union have developed a new employee Performance Evaluation form, which is currently being used to gauge performance.

**ARTICLE 41**  
**WORKING AT A HIGHER CLASSIFICATION**

**41.1** An employee who is designated by the Fire Chief to a position or rank above that which he normally holds, shall receive a 5% increase in pay. The employee shall complete twenty-one days in the higher classification before being eligible for such pay; however, once eligible, the pay shall be made processed retro-active to the first day in the higher classification.

**ARTICLE 42**  
**WAGES**

**42.1 The wages increases for the term of this agreement are as follows:**

**For the first year of the contract, (Ratification – September 30, 2016),** each bargaining unit member will have their base wage adjusted to the amount shown, including any lump sum amounts, on the spreadsheet signed by both the Union and the County. The pay rate shall be effective January 24, 2016. Hourly rates of pay will be calculated based on 2912 hours worked per year.

The pay plan included in Appendix A shall represent the pay plan for the Battalion Chiefs.

Wages shall be opened for the **Second** Year of the Contract (October 1, 2016 – September 30, 2017). The parties agree to begin wage discussions in April of 2016.

No employee may work an extra shift or beyond their regularly scheduled hours without prior written consent of the Fire Chief, Assistant Chief, or their designees. FLSA overtime will be paid for hours worked in excess of 106 hours in a 14 day work cycle.

Bargaining unit employees will be designated non-exempt pay status and thereafter paid as hourly rate employees and are no longer eligible for administrative leave.

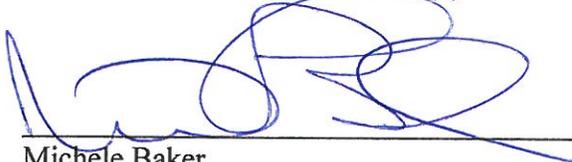
There are no wage adjustments beyond the term of the agreement (09/30/17) except as provided in a subsequent Collective Bargaining Agreement or Memorandum of Understanding.

## SIGNATURE PAGE

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this 24<sup>th</sup> day of FEBRUARY, 2016.

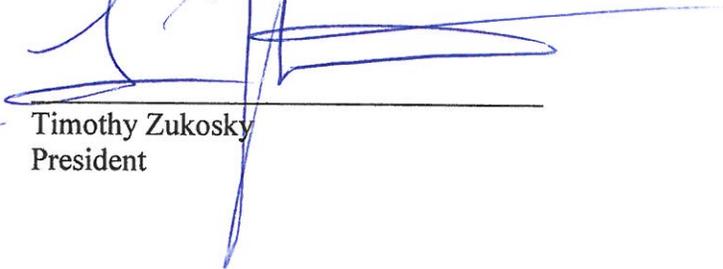
**FOR PASCO COUNTY:**

In accordance with F.S. 447.309(1)



Michele Baker  
County Administrator

**FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE  
FIGHTERS, LOCAL 4420**



Timothy Zukosky  
President

Ratified by the employees in the bargaining unit on the 22<sup>nd</sup> day of February, 2016.

Ratified by the Pasco County BOCC on the 24<sup>th</sup> day of February, 2016.

**APPENDIX A**  
**PAY PLAN**

**PASCO COUNTY FIRE RESCUE 2016 PAY PLAN**

Position	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Base	2.5%	3.5%	2.5%	2.5%	2.5%	3.5%	2.5%	2.5%	2.5%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.5%
Battalion Chief/EMT	\$62,100	\$63,653	\$65,880	\$67,527	\$69,216	\$70,946	\$73,429	\$75,265	\$77,146	\$79,075	\$80,657	\$82,270	\$83,915	\$85,593	\$87,305		
Battalion Chief/Paramedic	\$68,100	\$69,803	\$72,246	\$74,052	\$75,903	\$77,801	\$80,524	\$82,537	\$84,600	\$86,715	\$88,449	\$90,218	\$92,023	\$93,863	\$95,741	\$97,655	\$99,608

Supervisory Unit - Fire Union Contract List of Substantive Changes

<u>Article</u>	<u>Change</u>	<u>Budget Impact</u>
1. Preamble	N/A	0
2. <b>Duration</b>	<b>Changed the contract dates to reflect new contract (Date of ratification to September 2017)</b>	0
3. Recognition	N/A	0
4. Management Rights	N/A	0
5. No Strike/No Lockout	N/A	0
6. Prevailing Rights	N/A	0
7. <b>Expiration of Agreement</b>	<b>Changed Expiration date to September 30, 2017</b>	0
8. Savings Clause	N/A	0
9. Successor Agreements	N/A	0
10. Career Service Manual/SOGs	N/A	0
11. Collective Bargaining Agreement Copies	N/A	0
12. <b>Dues Check Off</b>	<b>Verbiage/Formatting change - Deleted 12.3 regarding a dues amount change</b>	0
13. Labor Management Cooperation	N/A	0
14. Communications	N/A	0
15. Definition of Seniority	N/A	0
16. Personnel Reduction	Verbiage/Formatting change to fix clerical error	0
17. Personnel Records (review of)	N/A	0
18. Outside Employment	N/A	0
19. Employment of Relatives	N/A	0
20. <b>Uniforms</b>	<b>Changes the procedures by automating the Uniform replacement method. Mirrors Rank and File Contract.</b>	0
21. <b>Grievance Procedure</b>	<b>Extended some timelines to allow more flexibility in resolving grievances.</b>	0
	<b>Beginning here, the article numbers are off by 1 from the existing contract because the old contract contained a 21A (IE. 21A is now 22, 22 is now 23, etc.)</b>	0
22. <b>Discipline and Discharge</b>	<b>Changed to mirror Firefighter Bill of Rights, eliminating initial hearing.</b>	0
23. Hours of Work	N/A	0
24. Annual Leave	N/A	0
25. Medical Leave	N/A	0
26. <b>Medical Leave Conversion</b>	<b>Added one lower level for the conversion of hours to annual leave from medical leave.</b>	0
27. <b>Other Leaves of Absence</b>	<b>Adds provision for other leave to be used for a funeral, clarifies language about on duty classes</b>	0
28. <b>Union Leave Account</b>	<b>Changes article to Mirror Rank and File Contract</b>	0
29. Exchange of Time	Verbiage/Formatting Change	0
30. Holiday Pay	N/A	0

31. Mileage Allowance	N/A		0
<b>32. Safety and Health Committee</b>	<b>Eliminated language allowing union experts to investigate safety matters.</b>		0
33. Wellness and Fitness Program	N/A		0
34. Drug Free Workplace	N/A		0
35. Workers' Compensation	N/A		0
36. Health Insurance	N/A		0
<b>37. VSIP</b>	<b>Article Eliminated - Article Intentionally Left Blank</b>		0
<b>38. Retiree Group Health Insurance</b>	<b>Closes Gap created by current policy with respect to employees with 29.9 YOS. Closes Dade City LOS Gap</b>		0
39. Tuition Reimbursement	N/A		0
40. Evaluations	Verbiage/Formatting change		0
<b>41. Working at a higher classification</b>	<b>Changes language to reflect current Career Service Manual language</b>		0
<b>42. Wages</b>	<b>Provides a one time adjustment for each member into new pay plan based upon length of service (Effective 1/24/16)</b>		\$32,240
<b>42. Wages continued</b>	<b>Provides a one time lump sum of up to 2% for bargaining unit members being adjusted less than 2% for 2015-2016</b>		\$10,588.51
<b>42. Wages continued</b>	<b>Creates Wage Opener for Final Year of Contract</b>		TBD
<b>42. Wages continued</b>	<b>Articulates that step movements need to be negotiated and are not automatic</b>		0