

**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**

From December 1, 2015 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, hereinafter referred to as the "Union". This Agreement has been negotiated in good faith to assure a 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 will be effective upon ratification by the bargaining unit employees and approval of the Board of County Commissioners and will remain in full force and effect through the 30<sup>th</sup> day of September, 2017.
- 2.2 The parties will commence bargaining for a successor agreement in April 2017.

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 bargaining unit in accordance with Certification #1546 issued by the Public Employees Relations Commission of the State of Florida on June 7, 2005 and clarified in an order issued November 12, 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

- 4.1 447.209 Public employer's rights. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. 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 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.
- 6.2 When the County or Union assert that rights, privileges and working conditions not addressed in this agreement exists but the other party objects, the parties will meet to discuss the issue. If agreement is reached, the parties will sign a letter of clarification. If agreement is not reached, either party may initiate the formal grievance process.
- 6.3 When a grievance arises regarding the existence and application of a past practice, the burden of proof is on the party asserting that a past practice exists and is applicable and the past practice must be established by clear and convincing evidence. The test for determining a past practice is that the practice:
- a) must be unequivocal;
  - b) have existed substantially unvaried and uninterrupted for a significant period of time;
  - c) could reasonably be expected to continue unchanged; and
  - d) is known by both parties

ARTICLE 7  
EVERGREEN CLAUSE

- 7.1 This Agreement shall remain in effect during any negotiations and shall continue to remain in full force until such time as a new Agreement is reached.

ARTICLE 8  
SAVINGS CLAUSE

- 8.1 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 (ESD) Department's Standard Operating Guidelines (SOG) and the County's Career Service Manual ("CSM") in place at the time of ratification of this Agreement thereto shall govern the employees covered under this Agreement. However, in the event of a conflict between the CSM and this Agreement or the SOGs and this Agreement, this Agreement will control
- 10.2 Should the County want to amend or modify any provision of the SOGs or CSM 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 no less than 30 days prior to the intended implementation date. The amendment or modification will not be implemented until the Chapter 447 bargaining process is completed.

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)) and the Union's website within 30 days of ratification.

ARTICLE 12  
DUES CHECK-OFF

- 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 the County an annual fee of \$150.00 for dues collection and remittance.

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. The committee 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 The County agrees to furnish suitable space in convenient places in each fire station to be used by the Union. The Union shall provide bulletin boards at its own expense. Such bulletin boards shall 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.
- 14.2 The use of the bulletin board for advocacy regarding public County election matters (candidate or issue endorsement or opposition) is prohibited.
- 14.3 The County has no duty to monitor the bulletin boards.
- 14.4 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.
- 14.5 Union may use the County inter-office mail distribution system for Union materials.
- 14.6 Union related e-mails may be transmitted to the bargaining unit members using the County email system, but the Union and bargaining unit employees acknowledge they have no expectation of privacy when using the County email system.
- 14.7 Off-duty employees may only visit stations to conduct and discuss union business in accordance with the Fire Rescue Department's Standard Operating Guidelines (6.609).

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 unit) 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 The County agrees not to reduce the total number of fire/rescue personnel between the date of ratification and 9/30/17. Thereafter, personnel reduction, if necessary, will be in accordance with the following retention procedure:

In the event layoffs affect different ranks within the Fire Department; employees who are laid off may bump down to a position they previously successfully held in the department and displace another employee who in turn may bump down to a position they successfully previously held until the least senior employees remains at which point the following procedure will be applied, and that/those employee(s) will be laid off.

An employee receiving an involuntary demotion shall receive a reduction in pay of 5%.

The following layoff procedure is comprised of five criteria as follows and will be applied to employees that all have the same junior rank:

*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 |

Below

minus 2 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:

|                              |                |
|------------------------------|----------------|
| Written 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. Example: An accredited degree above the minimum qualifications for the position. 2 Points.

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 being afforded an opportunity to review the document. The employee will be asked to initial the document to confirm their review but if they elect not to initial the document it will be placed in the file with a notation that the employee reviewed but declined to initial. 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 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 their department/division director 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 department director 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 Section B2.05 (B) of the Career Service Manual prohibits employment of relatives within a department without the expressed written consent of the County Administrator. No written consent by the County Administrator will be necessary for up to a maximum of 10% of the budgeted positions in the Fire Rescue Department who are related as defined in the Career Service Manual. However, the Fire Chief shall approve the affected employees' assignments within the Department's organizational chart to assure compliance with Florida Statutes. The 10% figure will include those employees currently grandfathered and previously approved.

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 \$350 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. These procedures cover grievances or disputes that may arise, including the interpretation of this Agreement. Disciplinary actions resulting in a written reprimand or less and performance evaluations shall not be subject to review at arbitration. In addition, all bargaining unit grievances must be submitted through the Union's Grievance Committee for approval. It is understood that neither party wishes to file unnecessary binding arbitration cases and agree that all levels of discipline shall be looked at case by case as to the merits and costs of going before an arbitrator. Both parties agree that discipline for just cause and with due process is acceptable and necessary in the functioning of the Fire Rescue Department. Time limits may be extended by written mutual consent of the parties.
- 21.2 Step 1 - An employee must first file the grievance to the Fire Chief (ESD) within twenty (20) calendar days of the alleged grievance. The Chief will conduct a meeting to investigate the facts and render a written decision within twenty (20) calendar days after the scheduled meeting.
- 21.3 Step 2- If the grievance is not settled at Step 1, the grievance may be submitted within twenty (20) calendar days of the previous response to the County Administrator or designee who will conduct a meeting within twenty (20) calendar days to Investigate the facts and render a written decision within twenty (20) calendar days after the scheduled meeting.
- 21.4 Step 3 - If the grievance is not settled at Step 2, the grievance shall be submitted to arbitration by either of the parties upon notice to the other party within thirty (30) days of the previous response.
- 21.5 Step 4 - An impartial arbitrator shall be selected from a seven (7) member panel supplied by the Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within twenty (20) calendar days of receipt of the panel, make a selection of an arbitrator. The selection shall 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 shall bear the expense of its own witnesses and representation. The cost of the arbitrator shall be shared equally by the parties. If either party requests a transcript the party requesting the transcript shall be wholly responsible for the cost of such transcript.
- 21.6 If the County fails to respond to a grievance in the prescribed time frames the grievance shall be considered denied and maybe moved to the next step of the

process if the Union requests. The parties may by mutual agreement waive any step in the grievance procedure.

ARTICLE 22  
DISCIPLINE AND DISCHARGE

- 22.1 No employee shall be disciplined or discharged without just cause. Discipline shall follow a progressive format. The Firefighter Bill of Rights F.S. 112.80 shall apply to all bargaining unit members.
- 22.3 An employee may appeal a major discipline (termination, demotion or suspension without pay) to an arbitrator using the same procedures set forth in the Grievance Article.

ARTICLE 23  
HOURS OF WORK

- 23.1 The current shift consisting of 24 hours on duty and 48 hours off duty shall remain in effect unless amended by mutual agreement by both parties. The twenty four (24) hour three (3) platoon shift schedule shall remain in effect commencing at 0800 hours and continuing through 0800 hours the following day unless amended by mutual agreement of both parties.
- 23.2 Certain bargaining unit members, designated as training and support staff, may be assigned to a forty (40) hour workweek. When this occurs, shift employees assigned to a 40 hour work week shall have 10% added to their annual salary and the hourly rate shall be adjusted to reflect payment for a 40 hour work week.
- 23.3 The current bi-weekly pay period shall remain in effect unless amended by mutual agreement of both parties.

ARTICLE 24  
DAYLIGHT SAVINGS TIME

- 24.1 All bargaining unit members on the regularly scheduled shift in the Fall that as a result of Daylight Savings Time actually work (sweat) twenty-five hours shall receive their standard rate of pay plus one additional hour in the affected pay period. The additional hour actually worked shall be counted towards the calculation of Overtime at the end of the respective FLSA cycle.
- 24.2 All bargaining unit members on a regularly scheduled shift in the Spring that as a result of Daylight Savings Time actually work (sweat) twenty-three (23) hours shall receive their standard rate of pay minus one hour in the affected pay period.
- 24.3 Vacation, Medical Leave and other leaves of absence used on the affected days shall count as 24 hours in either instance.

ARTICLE 25  
PROBATIONARY PERIOD

- 25.1 Employees<sup>1</sup> covered hereunder will serve a probationary period of one (1) year from the first day of work. If a newly hired probationary employee has not performed the duties of the position to the satisfaction of the Fire Chief, he/she may be discharged without recourse to any judicial, administrative or grievance procedure under this Agreement or any other law, ordinance, rule or regulation.
- 25.2 Any employee who is promoted to a higher classification and/or higher pay grade shall be on probation for a period of six (6) months from the date of such promotion. If an employee is serving a probationary period incurred as a result of a promotion and is found by the Fire Chief to be unqualified to perform the duties of the higher classification and/or pay grade, the County will return that employee to the position and pay status held immediately prior to promotion. The employee shall not have recourse to any judicial, administrative or grievance procedure.

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<sup>1</sup> Including fire prevention (inspectors and investigator) employees

ARTICLE 26  
ANNUAL LEAVE

26.1 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 attached as Appendix 1, except for the following changes.

26.2 24-hour shift employees

(Includes all FLSA non-exempt status shift employees, non-cross trained Paramedics and EMT's) 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 per 14 day cycle  
 Start of 6<sup>th</sup> year- End of 10<sup>th</sup> year: .....6.50 hours per 14 day cycle  
 Start of 11<sup>th</sup> year- End of 15<sup>th</sup> year: .....7.75 hours per 14 day cycle  
 Start of 16<sup>th</sup> year-: .....9.25 hours per 14 day cycle

26.3 Fire/Rescue 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 : .....6.46 hours Biweekly

26.4 The number of employees allowed to use annual leave per shift shall be determined by the schedule below provided no more than 4 Captains and 4 Drivers are off at the same time. For the purpose of this section, budgeted number of employees includes those in the rank and file bargaining unit assigned to 24 hour shifts, and does not include all designated Support Personnel and Training staff or those above the rank of Captain.

| <u>Budgeted # of Employees</u> | <u>Available Slots</u> |
|--------------------------------|------------------------|
| Current Total (429)            | 10                     |
| 468                            | 11                     |
| 507                            | 12                     |
| 546                            | 13                     |
| 585                            | 14                     |
| 624                            | 15                     |
| 663                            | 16                     |
| 702                            | 17                     |

ARTICLE 27  
MEDICAL LEAVE

- 27.1 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 attached as Appendix 1. On-duty sickness or disability shall not be charged to the accumulated medical leave of the employee.
- 27.2 Each employee is responsible for the appropriate use of sick leave. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Abuse is presumed to occur when an employee engages in a pattern of sick leave usage (including use to attend to a member of an employee's immediate family (unless covered by FMLA) such as the day before or after a holiday, on Saturdays and Sundays, after paydays, before or after scheduled days off, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances. When abuse of leave is suspected, the Personnel Chief will meet with the employee and identify the Department's concerns. The meeting will serve as notice to the employee that additional leave abuse may result in discipline.

ARTICLE 28

MEDICAL LEAVE CONVERSION TO ANNUAL LEAVE

28.1 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 29  
OTHER LEAVES OF ABSENCE

- 29.1 Policies in the County's Career Service Manual<sup>2</sup> pertaining to funeral leave, court leave, conference and educational leave, military leave, examination leave, leave without pay, absence without leave, inactive status and the use of such time in the calculation of hours worked for overtime purposes will remain in effect unless amended by mutual agreement of the parties.
- 29.2 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.<sup>3</sup>
- 29.3 The County will permit employees to attain job-related refresher training for the following certifications while on duty when pre-arranged with the Personnel Chief: EMT, Paramedic, ACLS, Inspector 1, CPR. (others as approved)

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<sup>2</sup> Reference to Career Service Manual mean the Career Service Manual at time this Agreement takes effect.

<sup>3</sup> The term funeral leave is synonymous with the term bereavement leave.

ARTICLE 30  
UNION LEAVE ACCOUNT

- 30.1 The Union will maintain a Union Leave Account for the purpose of Union business without loss of pay or benefits provided there is an adequate balance in the Union Leave Account.
- 30.2 Requests shall be submitted for approval by the Union President or his/her designee and forwarded to the Asst. Chief or designee 24 hours prior to the commencement of the union leave. When it is not feasible to submit a written request providing twenty-four (24) hours notice, a verbal request may be made stating the reason for the short notice, and this verbal request shall be later confirmed in writing. Salary and overtime pay, if any, incurred in replacing the Union representative(s) authorized union leave shall be deducted from the Union Leave Account. Authorization for union leave shall be limited only by the amount available in the Union Leave Account. Union leave cannot be taken, or if taken will be canceled, if EOC is activated, at the discretion of the Fire Chief or designee.
- 30.3 On the first full pay period in October, the employer shall deduct one (1) hour accumulated annual leave from each bargaining unit member and add it to the existing balance of the Union Leave Account. The Union reserves the right to adjust these hours as needed. The Union may request one additional annual deduction, in an amount and at a time to be determined, if approved by the membership.
- 30.4 Bargaining unit members who are not members of the Union may opt out of the deduction by providing a written notice to the County annually by September 1st of that year.
- 30.5 Circumstances under which the Union Leave Account may be charged:
1. As defined and approved by the Union.
  2. In emergency circumstances, as designated and requested by the Union President or his designee.
- 30.6 The employer may authorize absences with pay, referred to as Professional Leave, when believed to be in the best interest of the department and/or the employer. Absences for Professional Leave will not be deducted from the Union Leave Account.
- 30.7 Members of the Union Negotiating Team shall be allowed time off for all meetings which shall be mutually set by the County and the Union. 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 reasonable travel time to and from the assigned work site.

ARTICLE 31  
EXCHANGE OF TIME

- 31.1 Shift exchanges are permitted for employees with prior written approval of the employee's Battalion 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 Battalion Chief. Requests to exchange more than five (5) consecutive shifts, one hundred twenty (120) hours, may be permitted with prior written consent by the Assistant Chief or a higher rank.
- 31.2 Shift exchanges shall be rank (EMT or Paramedic) for rank or with employees who are on the current eligibility list.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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 32  
OVERTIME

32.1 Overtime will be paid for all hours worked by 24 hour shift employees in excess of 106 hours in a 14 day work cycle; and in excess of 40 hours for non-shift employees.

ARTICLE 33  
CALL BACK PAY

- 33.1 Call back pay shall be in accordance with the County's Career Service Manual section A6.12 in effect at ratification.
- 33.2 Call back procedure shall be in accordance with the departments Standard Operating Guidelines Section 12.200 in effect at time of ratification, changes to this policy shall be through the labor management approach.

ARTICLE 34  
HOLIDAY PAY

- 34.1 The following Holidays are those which shall be recognized and observed:
- 34.2 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.
- 34.3 Employees assigned to a 24 hour shift shall receive 12 hours of additional pay for all holidays listed above.
- 34.4 Employees who actually work on a scheduled holiday shall be compensated at a rate of one and one-half times his regular rate of pay for each hour worked on the actual holiday. (08:00 to 24:00 or 24:00 to 08:00).
- 34.5 Employees assigned to a 24 hour shift who are on approved leave on a scheduled holiday will not be compensated at a rate of one and one-half times his regular rate of pay, but shall continue to be entitled to the 12 hours of additional pay.
- 34.6 Employees on annual leave, funeral leave, military leave or any other approved leave (except medical leave and leave without pay) when a scheduled holiday occurs shall be credited as time worked for the purpose of overtime pay. Holidays that occur during such leave, employees will be compensated the holiday time and charged the appropriate leave for the time off.
- 34.6 All employees assigned to a 24 hour shift shall observe the actual holiday.
- 34.7 All employees assigned to a 40 hour workweek shall observe the holiday schedule as outlined in the Career Service Manual.

ARTICLE 35  
MILEAGE ALLOWANCE

35.1 Employees required to use their private automobiles for approved Pasco County business shall be compensated at the County or State rate, whichever is higher, per mile in effect on the date travel occurred.

ARTICLE 36  
SAFETY AND HEALTH COMMITTEE

- 36.1 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.
- 36.2 The joint committee shall:
- a. Meet at least once bi-monthly at established dates and times.
  - b. 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.
  - c. Make written recommendations for the correction of hazardous conditions or unsafe work methods which 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.
  - d. Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.
  - e. 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.
- 36.3 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.
- 36.4 The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters.
- 36.5 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 37  
WELLNESS AND FITNESS PROGRAM

- 37.1 The Fire/Rescue Department and Union representatives, during the duration of this contract may develop a non-punitive Wellness and Fitness Program giving consideration to the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The Program implementation will be contingent upon funding and approval by the Union and Management.

ARTICLE 38  
DRUG FREE WORKPLACE

- 38.1 The County and the Union agree to follow the provisions of F.S. 440.102. Drug-free workplace program requirements. See Appendix One.
- 38.2 Employee are subject to and when ordered will submit to reasonable suspicion, post-accident and random drug testing. An employee who refuses to submit to test or who delays a test will be terminated from employment with the County.
- 38.3. The procedures for random drug testing are as follows:
- (a) Each fiscal quarter, the County shall randomly select up to five percent (5%) of employees who will be subject to testing in that fiscal quarter.
  - (b) The random selection will be generated by computer program.
  - (c) Each time an employee's name appears on the random list, he or she shall be tested regardless of whether or not he or she has been previously tested.
  - (d) Employees shall not be excused from random drug testing unless they are on approved leave of absence or are out of town on Department business. If the selected employee returns to his or her assigned worksite in time for the test to be rescheduled and completed within the prescribed time period, the authorizing individual shall ensure testing is completed.
- 38.4 An employee who submits a written request for dependency assistance to the Fire Chief or the Human Resources Director prior to receiving an order to submit to drug or alcohol testing will be placed on unpaid leave for no less than six months during which time the employee will participate in dependency treatment at their own expense. Prior to returning to work, the employee must be evaluated and determined to be fit for duty. The employee may use accrued leave to maintain a source of income during the leave period. For purposes of this section, "prior to" means no less than 24 hours prior to an order to submit to testing. An employee who is not determined to be fit for duty within 365 days of the start of leave for dependency treatment will be terminated.
- Under the forgoing scenario, the employee, following a return to work, will be subject to and must submit to unannounced drug testing for a period of three years.
- 38.5 In the event the County violates a provision of the Drug Free Workplace Policy (Appendix A) in conducting a drug test, the result of that drug test will not be used as evidence in order to discipline the employee.

ARTICLE 39  
WORKERS' COMPENSATION

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 The employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.

ARTICLE 40  
HEALTH INSURANCE

- 40.1 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.
  
- 40.2 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 41  
LAWN MAINTENANCE

- 41.1 The members of the bargaining unit will be responsible for lawn maintenance of their assigned station including mowing and trimming. The mowing schedule will be determined by Fire/Rescue Administration. The required equipment will be provided by the County. The County will discontinue the use of FRD personnel for station lawn maintenance no later than 180 days following ratification of this agreement.

ARTICLE 42  
RETIREE GROUP HEALTH INSURANCE

- 42.1 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.
- 42.2 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.
- 42.3 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 43  
TUITION REIMBURSEMENT

- 43.1 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 44  
PARAMEDIC TRAINING

- 44.1 The County agrees to offer on-duty Paramedic training to one (1) officer and one (1) firefighter per shift at any given time. Members who participate in and complete the on-duty Paramedic training program agree to continue their employment with Pasco County for two (2) years after certification as a Florida State certified Paramedic. Any member, who leaves employment, other than for disability, prior to completing two (2) years shall reimburse the County for tuition associated with the Paramedic training program. All bargaining unit members with a minimum of four (4) years continuous employment as a firefighter with Pasco County shall be eligible for on-duty Paramedic training based upon seniority and the criteria set forth by MEMO 04-43 dated 06/24/04.
- 44.2 For employees hired after ratification of this agreement and consistent with the mutual desire for an integrated Fire Rescue System, eligibility for employment in a bargaining unit position shall be, at a minimum, a Florida State Certified Paramedic Certification or a Florida State Certified Firefighter with a Florida State Certified Paramedic Certification or an EMT certification provided any bargaining unit member shall obtain dual certification as a Florida State Certified Firefighter/Paramedic within thirty (30) months of their date of hire with the County unless mutually agreed by the County and the Union. Any bargaining unit member hired after ratification of this agreement that fails to obtain dual certification and privileges through Pasco County and function in that capacity at the end of the thirty (30) months may be separated from the agency.

PARAMEDIC SPONSORSHIP PROGRAM SELECTION STANDARDS

The following are the Selection Standards for the on-duty Paramedic Sponsorship Program. The Selection Standards Committee all agreed that the Paramedic Sponsorship Program, in order to be successful, must have the best-suited employees selected. It is understood that this program is not funded and should not cause overtime. This program will have the first priority over on-duty promotional classes, and it provides for in school class time, labs, and clinicals. The following are the established standards for this program:

1. One (1) officer and one (1) firefighter per shift will be allowed to attend.

2. Four (4) years of continuous service with Pasco County Fire Rescue Department. Any ties will be decided by placement on the department's seniority list.
3. Cannot be in the Drop Program.
4. Performance evaluations for past two years must be "meet standards" or higher.
5. Sick Leave usage for the past two years cannot exceed the department's standards (Exception - if employee suffered an extensive illness or injury).
6. Disciplinary history should not include any discipline above a written reprimand. (Written reprimands may not necessarily be counted against the employee and will be reviewed).
7. A candidate may have to change shifts if two selected candidates are on the same shift. A candidate may volunteer or the candidate with the least seniority will be reassigned to another shift.
8. Candidate may apply for tuition reimbursement in accordance with the County's Tuition Reimbursement Program.
9. Candidate must use his or her own personal vehicle for transportation to and from school.
10. Candidate may not submit a County Mileage Reimbursement Form for mileage incurred going to and from school related classes, clinicals, or labs.
11. Candidates must attend an accredited institution in Pasco or an adjacent County.
12. Candidates must complete all prerequisite courses required by the accredited school. It shall be the candidate's responsibility to obtain these prerequisite courses and be accepted to the Paramedic Program.
13. Candidate must submit a written letter to the Interview Committee indicating why they think that they should be selected for this program. The letter must also include why they want to become a paramedic (more than 50 but less than 150 words).
14. Candidate must obtain a written recommendation from an immediate supervisor. An immediate supervisor must have supervised the employee for at least six months

during their career. The following are classified as immediate supervisor: Battalion Chief, Station Officer and Company Officer.

15. Upon completion of the paramedic course and passing the State Boards, the employee will be required to immediately apply for their privileges and then function in that capacity for a period of at least two years (engine and/or rescue).
16. If due to staffing or late calls, the employee cannot be released to attend class while on duty, it will be the employee's responsibility to attend make-up classes off duty. No overtime will be approved for the time spent to attend off duty classes in this instance.
17. Employees that attend paramedic school on a non-duty day will be exempt from overtime as per the S-O-G-s.

In the second and third term of the PHSC Paramedic Program, the Pasco County Fire Rescue Administration and PHSC have approved on-duty clinicals under the following guidelines:

- The student will not be considered as staff by Pasco Fire Rescue the County (minimum of third person on the rescue unit).
- The student's clinical will not be interrupted due to staffing shortages.
- The student will not be left unsupervised with a patient.
- PHSC Paramedic Coordinator will have sole authority to assign the student to the station and rescue unit of the Coordinator's choice.
- The student may not be assigned at their normal station assignment.
- Twenty-four hour clinicals have been approved for the third term under the same restrictions as above (students will be assigned to stations that have available sleeping arrangements).

Every effort will be made to place employees back on their original shifts if the employee submits a written request. This would occur once the employee has successfully completed the PHSC Paramedic Course, taken and passed the State paramedic test and completed and passed their paramedic orientation.

ARTICLE 45  
EMS INCENTIVE PAY

- 45.1 All bargaining unit members assigned to ambulance detail for a minimum of one 24-hour shift shall receive a wage differential (or premium) of two and one half percent ( $2\frac{1}{2}\%$ ) of the base wage for their rank added to their current rate of pay.

ARTICLE 46  
EVALUATIONS

- 46.1 A County and Union committee developed a new evaluation score sheet now being used to measure bargaining unit member performance.
- 46.2 Performance evaluations may not be grieved or appealed however;
1. If an employee asserts that his or her evaluation score was influenced by discriminatory bias on the part of the evaluator, the employee may request review by the Fire Chief. The employee may be accompanied by a union representative. The Fire Chief's disposition of the evaluation will be the County's final administrative review step.
  2. In all cases, the employee may submit a written rebuttal or supplemental statement and that document will be appended to the evaluation and placed in the employee's personnel file.

ARTICLE 47  
PROMOTIONS

- 47.1 All promotions above the entry level within the bargaining unit shall be made by internally promoting bargaining unit employees from a promotional eligibility list, unless there are an insufficient number of eligible candidates on the list. In the case of an insufficient number of eligible candidates, the Fire Chief has the discretion to administer another test and or hire outside applicants. It is the policy of Pasco County to consider its own employees for promotional opportunities prior to considering any outside applicants. The Union shall be consulted prior to exercising the option of hiring outside applicants and solicit their input.
- 47.2 All textbooks and reference materials used to develop the promotional exam may be made available to employees for study purposes. The sources of such materials shall be posted in advance of the test.
- 47.3 Final scores for the promotional exam will be provided to all applicants upon request.
- 47.4 All promotional eligibility lists shall remain in effect for one (1) year and may be extended for up to six (6) months by the Human Resources Director.
- 47.5 All vacancies shall be filled from the current promotional eligibility list within thirty (30) calendar days except for legitimate business purposes as determined by the Board of County Commissioners, County Administrator, or designee.
- 47.6 All promotional exam requirements shall be in accordance with Interoffice Memorandum "Promotional Examinations". Any changes to the promotional examination requirements shall be made by mutual agreement of both parties.

ARTICLE 48  
WORKING AT A HIGHER CLASSIFICATION

48.1 A shift employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at a rate as described in the schedule below. The employee shall complete one shift prior to receiving compensation.

Firefighter working as a Driver Engineer = 5% increase in pay

Driver Engineer working as a Captain = 10% increase in pay

Captain working as a Battalion Chief = 15% increase in pay

48.2 A 40 hour per week employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the appropriate rate for the higher position as described in the Career Service Manual. The employee shall complete 21 calendar days at the higher classification prior to receiving compensation.

ARTICLE 49  
WAGES

**Year One (10/1/2014 to 9/30/2015)**

Upon ratification of this Agreement by both the Union and County, each bargaining unit member who was employed on or before 10/5/2013 and continues to be employed at time of ratification, will receive a one-time lump sum payment as set forth in the spreadsheet signed by both the Union and the County reflecting all lump sum payments and one-time Year Two adjustments.

**Year Two (10/1/2015 to 9/30/2016)**

The first full pay period following ratification bargaining unit employees employed by the County on the ratification date will receive a base wage adjustment as reflected in Exhibit "A". Employees who are already receiving a base salary above their adjustment shall not have their pay reduced but their pay will remain the same. The Union and County will initial the spreadsheet approving all adjustments and the County shall issue to each employee a letter detailing their adjustment and lump sum amount.

**Year Three (10/1/2016 to 9/30/2017)**

This Article is subject to reopener for the third and final year of this Agreement (10/1/2016 to 9/30/17). Efforts will be made in order to further address compression and educational incentive pay.

**ADDITIONAL PAY/PROMOTIONS**

Employees who are promoted, or who obtain their Paramedic Certification during the term of this agreement shall receive an increase in the following manner:

Employees promoted to Driver Engineer shall be given an increase to the first step in the appropriate Driver Engineer Schedule (EMT/Paramedic) that yields at least a 5% increase in pay.

Employees promoted to the rank of Captain shall be given an increase to the first step in the appropriate Captain schedule (EMT/Paramedic) that results in an increase of approximately 10%. This increase shall be not lower than 9% and not greater than 11.5%.

Employees that obtain their Paramedic Certification shall, upon beginning Paramedic Orientation, be moved to the first available step in the appropriate Paramedic pay schedule that results in at least a \$6000 increase in pay.

**WAGE INCREASES LIMITED TO TERM OF AGREEMENT:**

There are no step movements or other base wage increases except as provided in this Agreement. No employee will receive a step increase or other base wage increase after the final day of this agreement (9/30/17), except increases arising from promotion to a higher rank, unless the increase is negotiated and ratified in a successor agreement or Addendum to this Agreement.

ARTICLE 50  
SPECIAL ASSIGNMENT PAY

50.1 Specialty pay will be paid to those employees assigned to and performing the following activities:

|                  |                                |
|------------------|--------------------------------|
| SCBA             | \$25.00 per month              |
| Special Station  | \$25.00 per month              |
| H.I.T. Certified | \$25.00 per month              |
| Honor Guard      | \$200.00 paid annually in July |

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives.

**PASCO COUNTY:**



MICHELE L. BAKER  
County Administrator

Dated: 6/17/15

**PASCO COUNTY PROFESSIONAL FIREFIGHTER, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 4420**



President

Dated: 12-17-15

Ratified by the Pasco County BOCC on the 1<sup>st</sup> day of DECEMBER, 2015.

Ratified by employees in the bargaining unit on the 19<sup>th</sup> day of NOVEMBER, 2015.

## APPENDIX ONE

### 440.102. Drug-free workplace program requirements

The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

**(1) Definitions.**--Except where the context otherwise requires, as used in this act:

(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) "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.

(c) "Drug" 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.

(d) "Drug rehabilitation program" means a service provider, established pursuant to s. 397.311(39), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

(e) "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.

(f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.

(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 followup 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(39).

(h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.

(i) "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.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or mandatory-testing position.

(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) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means 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 in light of experience. 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.
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, contributed to, or been involved in an accident while at work.
6. 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.

(o) "Mandatory-testing position" means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

**(2) Drug testing.--**An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. 627.0915 and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. 627.0915. However, an employer qualifies for discounts under s. 627.0915 if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in this section. An employer who qualifies for and receives discounts provided under s. 627.0915 must be reported annually by the insurer to the department.

**(3) Notice to employees and job applicants.--**

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:
  - a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.
  - b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.
2. A statement advising the employee or job applicant of the existence of this section.
3. A general statement concerning confidentiality.

4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.
  5. A list 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. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.
  6. The consequences of refusing to submit to a drug test.
  7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.
  8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.
  9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.
  10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.
  11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.
  12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.
- (b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.
- (c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

**(4) Types of testing.--**

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.--An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. Reasonable-suspicion drug testing.--An employer must require an employee to submit to reasonable-suspicion drug testing.
3. Routine fitness-for-duty drug testing.--An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. Followup drug testing.--If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.

(b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.

(c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.

**(5) Procedures and employee protection.**--All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

(a) 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.

(b) Specimen collection must be documented, and the documentation procedures shall include:

1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.

2. A form for the employee or job applicant 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 site shall be performed in a manner that reasonably precludes contamination or adulteration of 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 as described in subsection (9).

(e) A specimen for a drug test may be taken or collected by any of the following persons:

1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).

(f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

(g) 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 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. 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.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee

or job applicant; and all such documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) 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 pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

**(6) Confirmation testing.--**

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

**(7) Employer protection.--**

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. 627.0915.

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. 112.0455. A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

**(8) Confidentiality.--**

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

(c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

(d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

**(9) Drug-testing standards for laboratories.--**

(a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure

from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.

(b) A laboratory may analyze initial or confirmation test specimens only if:

1. The laboratory obtains a license under part II of chapter 408 and s. 112.0455(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
2. The laboratory has written procedures to ensure the chain of custody.
3. The laboratory follows proper quality control procedures, including, but not limited to:
  - a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.
  - b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
  - c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
  - d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.

(c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:

1. The name and address of the laboratory that performed the test and the positive identification of the person tested.
2. Positive results on confirmation tests only, or negative results, as applicable.
3. A list of the drugs for which the drug analyses were conducted.
4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.
5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A monthly report must not identify specific employees or job applicants.

**(10) Rules.--**The Agency for Health Care Administration shall adopt rules pursuant to s. 112.0455, part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

- (a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.
- (b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.
- (c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.
- (d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.
- (e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.
- (f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.

**(11) Public employees in mandatory-testing or special-risk positions.--**

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

**(12) Denial of benefits.--**An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

**(13) Collective bargaining rights.--**

(a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

**(14) Applicability.--**A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

**(15) State construction contracts.--**Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

## EXHIBIT "A" – PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

### Firefighter/EMT

| Step | Annual Salary | Hourly Rate | Years of Completed Service * |
|------|---------------|-------------|------------------------------|
| 1    | \$37,000.00   | \$12.7060   | 0,1                          |
| 2    | \$37,925.00   | \$13.0237   | 2                            |
| 3    | \$39,252.00   | \$13.4794   | 3                            |
| 4    | \$40,234.00   | \$13.8166   | 4                            |
| 5    | \$41,240.00   | \$14.1621   | 5,6                          |
| 6    | \$42,271.00   | \$14.5161   | 7                            |
| 7    | \$43,750.00   | \$15.0240   | 8                            |
| 8    | \$44,844.00   | \$15.3997   | 9                            |
| 9    | \$45,965.00   | \$15.7847   | 10,11                        |
| 10   | \$47,114.00   | \$16.1793   |                              |
| 11   | \$48,056.00   | \$16.5027   | 12, 13                       |
| 12   | \$49,017.00   | \$16.8328   | 14                           |
| 13   | \$49,998.00   | \$17.1696   | 15                           |
| 14   | \$50,998.00   | \$17.5130   | 16,17,18,19                  |
| 15   | \$52,018.00   | \$17.8633   | 20,21,22,23,24               |
| 16   | \$53,058.00   | \$18.2205   | 25+                          |

### FF/Paramedic

| Step | Annual Salary | Hourly Rate | Years of Completed Service * |
|------|---------------|-------------|------------------------------|
| 1    | \$43,000.00   | \$14.7665   | 0,1                          |
| 2    | \$44,075.00   | \$15.1356   | 2                            |
| 3    | \$45,618.00   | \$15.6655   | 3                            |
| 4    | \$46,758.00   | \$16.0570   | 4,5                          |
| 5    | \$47,927.00   | \$16.4584   | 6,7                          |
| 6    | \$49,125.00   | \$16.8698   | 8                            |
| 7    | \$50,845.00   | \$17.4605   | 9                            |
| 8    | \$52,116.00   | \$17.8970   | 10                           |
| 9    | \$53,419.00   | \$18.3444   | 11                           |
| 10   | \$54,754.00   | \$18.8029   | 12                           |
| 11   | \$55,849.00   | \$19.1789   | 13                           |
| 12   | \$56,966.00   | \$19.5625   | 14,15                        |
| 13   | \$58,105.00   | \$19.9536   | 16                           |
| 14   | \$59,268.00   | \$20.3530   | 17,18,19                     |
| 15   | \$60,453.00   | \$20.7600   | 20,21,22,23,24,              |
| 16   | \$61,662.00   | \$21.1751   | 25+                          |

## EXHIBIT "A" – PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

### Driver/Engineer EMT

| Step | Annual Salary | Hourly Rate | Years Based on DE Formula ** |
|------|---------------|-------------|------------------------------|
| 1    | \$43,245.00   | \$14.8506   | 1,2,3,4,5                    |
| 2    | \$44,326.00   | \$15.2218   | 6                            |
| 3    | \$45,878.00   | \$15.7548   | 7                            |
| 4    | \$47,024.00   | \$16.1484   | 8                            |
| 5    | \$48,200.00   | \$16.5522   |                              |
| 6    | \$49,405.00   | \$16.9660   | 9                            |
| 7    | \$51,134.00   | \$17.5598   | 10                           |
| 8    | \$52,413.00   | \$17.9990   | 11                           |
| 9    | \$53,723.00   | \$18.4488   | 12,13                        |
| 10   | \$55,066.00   | \$18.9100   | 14,15,16                     |
| 11   | \$56,167.00   | \$19.2881   | 17,18                        |
| 12   | \$57,291.00   | \$19.6741   | 19                           |
| 13   | \$58,436.00   | \$20.0673   | 20                           |
| 14   | \$59,605.00   | \$20.4688   | 21,22,23                     |
| 15   | \$60,797.00   | \$20.8781   | 24+                          |

### Driver/Engineer Paramedic

| Step | Annual Salary | Hourly Rate | Years Based on DE Formula ** |
|------|---------------|-------------|------------------------------|
| 1    | \$49,245.00   | \$16.9111   | 0,1,2,3,4                    |
| 2    | \$50,476.00   | \$17.3338   | 5                            |
| 3    | \$52,243.00   | \$17.9406   | 6                            |
| 4    | \$53,549.00   | \$18.3891   | 7                            |
| 5    | \$54,888.00   | \$18.8489   |                              |
| 6    | \$56,260.00   | \$19.3201   | 8                            |
| 7    | \$58,229.00   | \$19.9962   | 9                            |
| 8    | \$59,685.00   | \$20.4962   | 10                           |
| 9    | \$61,177.00   | \$21.0086   | 11                           |
| 10   | \$62,706.00   | \$21.5337   | 12,13                        |
| 11   | \$63,960.00   | \$21.9643   | 14                           |
| 12   | \$65,239.00   | \$22.4035   | 15,16                        |
| 13   | \$66,544.00   | \$22.8516   | 17,18                        |
| 14   | \$67,875.00   | \$23.3087   | 19,20                        |
| 15   | \$69,233.00   | \$23.7751   | 21 +                         |

## EXHIBIT "A" – PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

### Captain/EMT

| Step | Annual Salary | Hourly Rate | Years Based on Captain Formula<br>*** |
|------|---------------|-------------|---------------------------------------|
| 1    | \$54,000.00   | \$18.5440   | 3                                     |
| 2    | \$55,350.00   | \$19.0076   | 4                                     |
| 3    | \$57,287.00   | \$19.6727   | 5                                     |
| 4    | \$58,719.00   | \$20.1645   |                                       |
| 5    | \$60,187.00   | \$20.6686   | 6                                     |
| 6    | \$61,692.00   | \$21.1854   | 7,8,9                                 |
| 7    | \$63,851.00   | \$21.9269   | 10                                    |
| 8    | \$65,448.00   | \$22.4753   | 11                                    |
| 9    | \$67,084.00   | \$23.0371   | 12,13                                 |
| 10   | \$68,761.00   | \$23.6130   | 14,15                                 |
| 11   | \$70,136.00   | \$24.0852   | 16                                    |
| 12   | \$71,539.00   | \$24.5670   | 17,18,9                               |
| 13   | \$72,790.00   | \$24.9966   | 20,21,22,23                           |
| 14   | \$74,429.00   | \$25.5594   | 24,25,26,27,28,29                     |
| 15   | \$75,918.00   | \$26.0707   | 30+                                   |

### Captain/Paramedic

| Step | Annual Salary | Hourly Rate | Years Based on Captain Formula<br>*** |
|------|---------------|-------------|---------------------------------------|
| 1    | \$60,000.00   | \$20.6044   | 0                                     |
| 2    | \$61,500.00   | \$21.1195   | 1                                     |
| 3    | \$63,653.00   | \$21.8589   | 2                                     |
| 4    | \$65,244.00   | \$22.4052   | 3                                     |
| 5    | \$66,875.00   | \$22.9653   | 4                                     |
| 6    | \$68,547.00   | \$23.5395   | 5                                     |
| 7    | \$70,946.00   | \$24.3633   | 6, 7                                  |
| 8    | \$72,720.00   | \$24.9725   | 8                                     |
| 9    | \$74,538.00   | \$25.5968   | 9                                     |
| 10   | \$76,401.00   | \$26.2366   | 10                                    |
| 11   | \$77,929.00   | \$26.7613   | 11                                    |
| 12   | \$79,488.00   | \$27.2967   | 12,13                                 |
| 13   | \$81,077.00   | \$27.8424   | 14,15                                 |
| 14   | \$82,699.00   | \$28.3994   | 16,17,18,19                           |
| 15   | \$84,353.00   | \$28.9674   | 20+                                   |

## EXHIBIT "A" – PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

### EXPLANATION REGARDING HOW YEARS OF SERVICE WERE USED IN SLOTTING

\* Years of Service for calculation are Based on Length of Service with Pasco County Fire Rescue

\*\* Years of Service are Based on a Formula. Time in Grade + 75% (Total Length of Service - Time in Grade)

Example - 20 Total Years of Service, 5 Years as DE =  $5 + (20-5) \cdot .75 = 16.25$   
Years

\*\*\* Years of Service are Based on a Formula. Time in Grade + 25% (Total Length of Service - Time in Grade)

Example - 20 Years of Service, 4 Years as Captain =  $4 + (20-4) \cdot .25 = 8$  Years

## EXHIBIT "B" – PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

### PASCO COUNTY FIRE RESCUE 2015-2016 PAY PLAN

|                   | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       | 11       | 12       | 13       | 14       | 15       | 16       |
|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Position          | 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%     |
| FF/EMT            | \$37,000 | \$37,925 | \$39,252 | \$40,234 | \$41,240 | \$42,271 | \$43,750 | \$44,844 | \$45,965 | \$47,114 | \$48,056 | \$49,017 | \$49,998 | \$50,998 | \$52,018 | \$53,058 |
| FF/Paramedic      | \$43,000 | \$44,075 | \$45,618 | \$46,758 | \$47,927 | \$49,125 | \$50,845 | \$52,116 | \$53,419 | \$54,754 | \$55,849 | \$56,966 | \$58,105 | \$59,268 | \$60,453 | \$61,662 |
| DE/EMT            | \$43,245 | \$44,326 | \$45,878 | \$47,024 | \$48,200 | \$49,405 | \$51,134 | \$52,413 | \$53,723 | \$55,066 | \$56,167 | \$57,291 | \$58,436 | \$59,605 | \$60,797 |          |
| DE/Paramedic      | \$49,245 | \$50,476 | \$52,243 | \$53,549 | \$54,888 | \$56,260 | \$58,229 | \$59,685 | \$61,177 | \$62,706 | \$63,960 | \$65,239 | \$66,544 | \$67,875 | \$69,233 |          |
| Captain/EMT       | \$54,000 | \$55,350 | \$57,287 | \$58,719 | \$60,187 | \$61,692 | \$63,851 | \$65,448 | \$67,084 | \$68,761 | \$70,136 | \$71,539 | \$72,970 | \$74,429 | \$75,918 |          |
| Captain/Medic     | \$60,000 | \$61,500 | \$63,653 | \$65,244 | \$66,875 | \$68,547 | \$70,946 | \$72,720 | \$74,538 | \$76,401 | \$77,929 | \$79,488 | \$81,077 | \$82,699 | \$84,353 |          |
| Inspector         | \$42,500 | \$43,563 | \$45,087 | \$46,214 | \$47,370 | \$48,554 | \$50,253 | \$51,510 | \$52,797 | \$54,117 | \$55,200 | \$56,304 | \$57,430 | \$58,578 | \$59,750 |          |
| Cert Inspector    | \$45,000 | \$46,125 | \$47,739 | \$48,933 | \$50,156 | \$51,410 | \$53,209 | \$54,540 | \$55,903 | \$57,301 | \$58,447 | \$59,616 | \$60,808 | \$62,024 | \$63,265 |          |
| Fire Investigator | \$49,000 | \$50,225 | \$51,983 | \$53,282 | \$54,615 | \$55,980 | \$57,939 | \$59,388 | \$60,872 | \$62,394 | \$63,642 | \$64,915 | \$66,213 | \$67,537 | \$68,888 |          |