

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B
FISCAL YEARS 2024-2027**

This Collective Bargaining Agreement (CBA or the Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362B (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2024, pursuant to Article 28 thereof; and,

WHEREAS, pursuant to Article 28 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2024 and continuing through the summer of 2024, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2027; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its October 8, 2024 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

1. On and after the effective date of this Agreement, and continuing through September 30, 2027, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.
2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2024.
3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to October 1, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each on this 8th day of October, 2024.

UNION:

The Clay County Fire/Rescue Professionals
Unit "B", International Association of Firefighters
Local 3362B

COUNTY:

Clay County, a political subdivision of the
State of Florida, by and through its Board of
County Commissioners

By: *Jasen Hernandez*
Jasen Hernandez (Oct 21, 2024 11:28 EDT)
Jasen Hernandez, President

By: *Jim Renninger*
Jim Renninger (Oct 14, 2024 16:19 EDT)
Jim Renninger, Chairman

ATTEST:

Tara S. Green
Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B

FISCAL YEARS 2024-2027

Table of Contents

Article 1 – Preamble	1
Article 2 – Union Recognition	3
Article 3 – Union Activities	4
Article 4 – Union Security and Check-Off	6
Article 5 – Savings and Severability	8
Article 6 – Management Rights	9
Article 7 – Strike and Lock Out Prohibition	12
Article 8 – Special Meetings	14
Article 9 – Grievance Procedure	15
Article 10 – Work Rules	20
Article 11 – Discipline and Discharge	21
Article 12 – Drug and Alcohol Abuse Policy	22
Article 13 – Safety and Health	29
Article 14 – Probation	34
Article 15 – Work Hours and Overtime	36
Article 16 – Wages	40
Article 16 A– Incentives	44
Article 17 – Holidays	46
Article 18 – Workers Compensation	49
Article 19 – Shift Exchanging	52
Article 20 – Educational Incentive	53
Article 21 – Prevailing Rights	56
Article 22 – Rank Structure	59
Article 23 – Stress Management	60
Article 24 – Layoff	61
Article 25 – Physical Fitness	63
Article 26 – Uniforms	64
Article 27 – Leave	66
Article 28 – Duration and Reopener	75

Article 1 – Preamble

1.1 Parties

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the “Employer”, and The Clay County Fire/Rescue Professionals Unit “B”, International Association of Firefighters Local 3362B, herein sometimes referred to as the “Union”.

1.2 Intent

It is the intent of this Agreement to:

- (a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.
- (b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.
- (c) Establish rates of pay, hours worked, and terms and conditions of employment.
- (d) Provide a fair day’s work in return for a fair day’s pay.
- (e) Provide conditions of employment suitable to maintaining a competent work force.
- (f) The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee’s skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 Individual Agreements

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 Maintenance of Service

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 Agreement Integration

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- (b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- (c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

- (a) “Department” means the Department of Public Safety of the Employer.
- (b) “Division” means the Fire/Rescue Division of the Department.
- (c) “Fire Chief” means the Fire Chief of the Department.
- (d) “Firefighter CBA” means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Firefighter, Engineer, Lieutenant, Captain or Communications Specialist.
- (e) “Seniority” means the length of service of a bargaining unit member with the Division.
- (f) “Superiority in Rank” refers to seniority within the rank provided in Section 2.4 of Article 2.

Article 2 – Union Recognition

2.1 Union Status

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those bargaining unit members that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such members.

2.2 Gender References

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female bargaining unit members.

2.3 Bargaining Unit Member Defined

A bargaining unit member or member of the bargaining unit, as used in this Agreement, means any full-time employed member of the Department holding the rank set forth in section 2.4 who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 Bargaining Unit Composition

The bargaining unit is comprised of all bargaining unit members, as certified by the Public Employees Relations Commission (PERC), holding the following rank:

Battalion Chief

The Employer and the Union acknowledge that the above title, with appropriate job description, has been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting the above classifications.

2.5 Union President

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

Article 3 – Union Activities

3.1 Non-Discrimination

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit members who are not members of the Union.

3.2 Union Time Pool

- (a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.
- (b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Deputy Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.
- (c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 Representation

- (a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such proceedings will normally be one Officer, designated by the Union President. Each Union

representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or the Fire Chief's designee, prior to taking time off.

- (b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 Digital Access

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 Dues Deduction

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his or her authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 Indemnification

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 Union Activities

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 Policies and SOPs

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOPs) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, and 8.0, Subsections 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 5.08, 5.09, and 5.12, that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

When changes to Division Policies and Division SOPs are proposed to be made by the County, and those changes deal directly with, or impact, wages, hours and/or terms and conditions of employment for bargaining unit members, the County shall provide the Union with a summary or explanation of the proposed changes in writing at least 14 calendar days prior to the date the County intends to implement the change(s), unless exigent circumstances necessitate implementation earlier than the 14 day notice period.

Article 5 – Savings and Severability

5.1 Employer’s Rights

- (a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- (b) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

- (a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,
- (b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Management Rights

6.1 Contracting/Subcontracting

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

6.2 Employer's Reserved Rights

- (a) It is the right of the 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 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 bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.
- (b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:
 - (1) To manage its operations and direct the work of the bargaining unit members, including the rights to declare the number and location of stations, the operation of motorized equipment, the scope of services to be performed, the methods of service;
 - (2) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;
 - (3) To maintain order and efficiency in its stations and locations;
 - (4) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;
 - (5) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the

qualifications and to create and amend job descriptions;

- (6) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 6.1 if applicable;
 - (7) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;
 - (8) To make decisions regarding whether overtime work needs to be assigned;
 - (9) To discipline, suspend, and discharge any member of the bargaining unit with just cause;
 - (10) To determine staffing levels, assign, reassign, and deploy personnel;
 - (11) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement;
 - (12) To unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations; and,
 - (13) To direct the members of the bargaining unit, to take disciplinary action for just cause, to relieve any member of the bargaining unit from duty because of lack of work or for other legitimate reasons, and to determine the methods, means and personnel by which the Employer's operations are to be conducted; provided, however, that the exercise of such rights shall not preclude members of the bargaining unit or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.
- (c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.
 - (d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.
 - (e) Whenever it is determined that civil emergency conditions exist, including riots,

civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended. If the timing of payments cannot be maintained, they shall be resumed as reasonably practicable thereafter. Wage payments and fringe benefits shall not be reduced due to the emergency.

- (f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.
- (g) Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 7 – Strike and Lock Out Prohibition

7.1 Strike Definition

As used in this article, the term “strike” shall mean:

- (a) The concerted failure of bargaining unit members to report for duty.
- (b) The concerted absence of bargaining unit members from their positions.
- (c) The concerted stoppage of work by bargaining unit members.
- (d) The concerted submission of resignations by bargaining unit members.
- (e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- (f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.
- (g) Picketing by bargaining unit members in furtherance of a County work stoppage.
- (h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7.2 Strikes Prohibited

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike against the County in any manner. Persons violating such strike prohibition shall be subject to such penalties therefor as are provided by law.

7.3 Affirmation

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to encourage and direct such

member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7.1 shall be subject to disciplinary action up to and including termination of employment.

7.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within 24 hours of the occurrence thereof.

7.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this article by ex parte injunction and contempt proceedings, if necessary.

Article 8 – Special Meetings

8.1 Agreement to Meet

The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.

8.2 Time and Place

Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.

8.3 Staff Meetings

The Union President or his / her designee shall be allowed to attend quarterly staff meetings held by the Department.

Article 9 – Grievance Procedure

9.1 **Purpose**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this article.

9.2 **Grievance Defined**

For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit member or group of bargaining unit members may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this article.

9.3 **Consideration during Working Hours**

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

9.4 **Requirements**

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 9.5 hereof. All grievances proceeding beyond Step 1 as outlined in Section 9.5 must be reviewed by the Union's Executive Board prior to submittal. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

- (a) The specific article(s) and section(s) of this Agreement alleged to have been violated;
- (b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant and date signed; and,

9.5 **Grievance Steps**

All grievances shall proceed in accordance with the following steps:

Step 1

The grievant shall present his or her grievance to the Fire Chief in writing within fourteen

business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the grievant is on authorized paid leave of absence or is on his or her scheduled day off the grievant shall have fourteen business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within fourteen business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within fourteen business days after the Step 1 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within fourteen business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within fourteen business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within fourteen business days after the Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2, then within fourteen business days immediately following the expiration of such time limit. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps 1 and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within fourteen business days following his or her receipt of the grievance. In the event the County Manager has failed to communicate a decision within the applicable time limit, the provisions of Section 9.7(a) shall apply.

9.6 **Rules for Grievance Processing**

- (a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (b) Failure on the part of the Employer's representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the

grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.

- (c) For purposes of this article, the term “business day” shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.
- (d) Either party may call a conference at any step of the grievance procedure.
- (e) Nothing in this Agreement shall be construed to prevent any bargaining unit member from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).
- (f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 9.5 within which any party’s representative must respond shall be increased by five business days.

9.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

- (a) If the grievance is not settled in accordance with the provisions of Section 9.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within twenty business days after the grievant and the Union are notified of the Employer’s Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within twenty business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit.

- (b) Within fifteen business days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.
- (c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.
- (d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within forty-five calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. Should the arbitrator be unable to deliver his/her award within the 45-day time frame, the arbitrator shall be required to provide to both the Union and the County an estimate of when the award will be issued. The parties may mutually agree in writing to extend the time limit.
- (e) The compensation and expenses of the arbitrator, the appearance fee for the court reporter (if utilized) and the costs associated with arbitrator's copy of the transcript (if requested), shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.
- (f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

9.8 **Florida Arbitration Code**

Any decision rendered by an arbitrator under Section 9.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

9.9 **Exclusivity**

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of

any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 10 – Work Rules

10.1 General

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

10.2 Writing Requirement

All work rules and regulations shall be in writing and available digitally at each working location.

10.3 Equal Applicability

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective supervisors, written clarification shall be provided by the Fire Chief or his or her designee.

10.4 Purchasing Committees

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

10.5 Employer's Rights

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement.

Article 11 – Discipline and Discharge

11.1 Cause

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

11.2 Notice and Timeliness

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

11.3 Firefighter’s Bill of Rights

All investigations of bargaining unit members employed by the Employer as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter’s Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of a bargaining unit member relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

11.4 Representation

- (a) When a bargaining unit member is questioned by Management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.
- (b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter’s Bill of Rights.

Article 12 – Drug and Alcohol Abuse Policy

12.1 Definitions/References

- (a) “Drug abuse” means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- (b) “Illegal drug” means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- (c) “Alcohol” means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.
- (d) “Drug testing” means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures or the most current and appropriate technology that complies with the Testing Standards.
- (e) “Alcohol testing” means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.
- (f) “Testing standards” means the testing standards established under the Testing Rule.
- (g) “Reasonable suspicion” means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member’s performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.
- (h) “BAC”, with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.

- (i) “MRO” means the Medical Review Officer described in Section 12.6.
- (j) “Testing Rule” means Rule 59A-24.006, Florida Administrative Code, or its successor in function.
- (k) “Licensed Laboratory” means a drug testing laboratory licensed under the Testing Rule.

12.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

- (a) As part of the member’s annual physical exam, if the Department establishes such a program.
- (b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 12.1(g).
- (c) Whenever a member is driving a vehicle that is involved in a vehicle accident.
- (d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.
- (e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:
 - (1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.
 - (2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

12.3 **Testing Procedures**

- (a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures; provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 12.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall

promptly notify the Union President regarding the identity of the Licensed Laboratory under contract to the Employer. All drug testing as defined in Section 12.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

- (b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate Employer officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter, as requested by the Medical Review Officer. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.
- (c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 12.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

- (d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:
 - (1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.
 - (2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential breath testing device in accordance with Section 12.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial

positive results until said results have been confirmed as provided for in this section.

- (3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.
- (e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:
 - (1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,
 - (2) the identification of every individual in the chain of custody.
- (f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 12.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 12.1(e).

12.4 **Reasonable Suspicion**

- (a) If a supervisor has reasonable suspicion in accordance with Section 12.1(g), he or she shall:
 - (1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.

- (2) Prohibit the bargaining unit member from assuming or continuing his or her duties.
 - (3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.
 - (4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.
- (b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.
 - (c) Only the County Manager, Human Resources Director, or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

12.5 **Privacy**

- (a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.
- (b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.
- (c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol.

Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

12.6 **Medical Review Officer**

- (a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this article, the Testing Standards and Florida law.
- (b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:
 - (1) Review the tested individual's relevant history; and,
 - (2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.
- (c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.
- (d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

12.7 **Rehabilitative/Corrective Action**

- (a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.
- (b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.
- (c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this article shall be subject to discipline, up to and including discharge from employment.
- (d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

12.8 **Costs**

- (a) The Employer shall pay the costs of any physical examinations and tests required by this article.

- (b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.
- (c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

12.9 **Training**

- (a) All Department personnel shall receive training on illegal drug and alcohol abuse.
- (b) The lack of such training shall not affect the validity of any “reasonable suspicion” determination.

Article 13 – Safety and Health

13.1 Safety Objectives

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

13.2 JOSH Committee

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

- (a) The voting membership of the JOSH Committee shall consist of:
 - (1) Two members of the Union appointed by its President.
 - (2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.
 - (3) One individual jointly selected by the President of the Union and the Fire Chief.
- (b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.
- (c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.
- (d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.
- (e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.
- (f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

13.3 JOSH Committee Meetings

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH

Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

13.4 **JOSH Committee Activities**

The JOSH Committee shall:

- (a) Make recommendations for corrections of hazardous conditions or unsafe work methods.
- (b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.
- (c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.
- (d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.
- (e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.
- (f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.
- (g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.

- (h) Make periodic safety inspections of Division workplace facilities.
- (i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.
- (j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.
- (k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

13.5 **Recommending Disciplinary Action**

The JOSH Committee shall NOT propose disciplinary action against individual members of the Division.

13.6 **JOSH Committee Recommendations**

- (a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:
 - (1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.
 - (2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.
- (b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.
- (c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

13.7 **Union Duties**

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

13.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

13.9 **Vaccinations and Screening**

The Employer will provide hepatitis “B” vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

13.10 **Materials and Equipment**

- (a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.
- (b) Each Division apparatus shall be equipped with the following equipment:
 - 1. Self contained breathing apparatus (SCBA), one for each person assigned the apparatus.
 - 2. One PASS device for each SCBA.
 - 3. One hand light for each employee assigned the apparatus.
- (c) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

13.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer’s business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

13.12 **JOSH Committee Provisions Inapplicable**

In the event a JOSH Committee is established under the Firefighter CBA under substantially the same terms and conditions as are provided in Sections 13.2 through 13.6, then Sections 13.2 through 13.6 shall not be in effect, but Section 13.11 shall apply to any bargaining unit member who is a member of the JOSH Committee established under the Firefighter CBA.

Article 14 – Probation

14.1 Purpose

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the newly promoted or hired bargaining unit member's work, and for securing the most effective adjustment of the newly promoted or hired member to his or her position.

14.2 Promotion Probation

- (a) In the event a bargaining unit member is promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA or is initially hired at the rank of Battalion Chief, the member shall serve a probationary period of six months of continuous employment from the date of promotion or hire. Upon the expiration of the probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the member in the rank, at which time the member shall be granted regular status, or disapprove retention of the member. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention, then, if promoted, the member shall automatically revert to the rank governed under the Firefighter CBA from which he or she was promoted, or, if newly hired, the member shall be separated from employment with the Employer. Any reversion in rank may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously. Any separation from employment of any newly hired member shall be absolutely final, with no rights of appeal to any authority, including such grievance/arbitration process.
- (b) Should a bargaining unit member promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA request a voluntary demotion, upon approval by the Fire Chief, the member may voluntarily demote to the rank from which he or she was promoted. The Fire Chief's decision regarding any such voluntary demotion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

14.3 Leave

During a bargaining unit member's probationary period under Section 14.2, annual leave shall accrue to the member's benefit. A newly hired member may only use annual leave as accrued after six months of continuous employment with the Division, and sick leave as accrued after three months of continuous employment with the Division during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

14.4 **Discipline**

The following provisions govern the imposition of disciplinary action during the probationary period under Section 14.2:

- (a) A newly hired bargaining unit member may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to terminate such member's employment without cause during the probationary period. The provisions of the grievance/arbitration process shall not be available as it relates to such termination; however, the member shall have access to the grievance/arbitration process as it relates to any other matter, including discipline.
- (b) A bargaining unit member promoted from a rank governed under the Firefighter CBA may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to demote such member without cause during the probationary period to the rank from which he or she was promoted.

14.5 **Time Worked**

During a bargaining unit member's probationary period under Section 14.2, the member's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

Article 15 – Work Hours and Overtime

15.1 Work Hours

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

15.2 Work Period

- (a) The basic work period for bargaining unit members shall consist of a fourteen day work period, and other than staff personnel as provided in Section 15.9, the tour of duty for field personnel shall be twenty-four hours on duty, followed by forty-eight hours off-duty.
- (b) Time worked by bargaining unit members assigned to field positions in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.
- (c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

15.3 Shift Exchanging

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 19, and the substitution must be approved by the Fire Chief or his or her designee in advance.

15.4 Rate of Pay

Rate of pay shall be calculated as provided in Articles 16 and 16A.

15.5 Overtime

Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this

Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

15.6 **Overtime Assignment**

(a) Consistent with Section 6.2(b)(8) of Article 6, the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible bargaining unit members through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.

(b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.

(c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the appropriate supervisor.

(d) If any bargaining unit member is instructed or required to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.

(e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

15.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their job early unless properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.8 **Assignment Changes**

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

15.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis shall continue their present 40-hour work week.

15.10 **Emergency Mobilization Portal to Portal Pay**

All time a bargaining unit member is away from the County and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response, shall be compensable as work time.

15.11 **Mandatory Overtime**

(a) 24 Hour Shift Personnel

Under non-emergency conditions, each bargaining unit member assigned to a 24hour shift shall be subject to being summoned for mandatory overtime to fill a 24 hour shift vacancy. Mandatory overtime shall be assigned via the automated staffing program, through the implementation of such policies and procedures as the Employer deems appropriate, as may be amended from time to time in the Employer's discretion. Such policies and procedures shall be designed to ensure that eligible bargaining unit members share the burden of mandatory overtime on an equal basis to the extent reasonably practicable.

(b) Exemption

(1) If a particular assignment of mandatory overtime to a bargaining unit member is for a shift falling within a period commencing 48 hours immediately preceding and ending 48 hours immediately following a regular shift for the member with respect to which the member had a scheduled leave or an exchange then the member may submit a written request to the Fire Chief or the Fire Chief's designee to be excused from such assignment.

(2) The request must be submitted within 24 hours of receiving the mandatory assignment, and must include such details and documentation as will enable the Fire Chief or the Fire Chief's designee to make an informed decision. The request may be granted upon showing of substantial hardship, to the member if relief is denied, but not for mere inconvenience.

(3) By the way of example, only the substantial hardship may include a showing that prior to the mandatory assignment the member had

scheduled an activity during the mandatory overtime shift that cannot be rescheduled without financial loss, substantial delay or material inconvenienced to the member or his or her family.

(4) The purpose of this subsection is not to create a right on the part of the member to the relief sought hereunder; rather, the purpose is to provide a means by which the member may seek such relief. Accordingly, any decision to grant or deny the request shall be at the sole discretion of the Fire Chief or the Fire Chief's designee, and shall not be subject to grievance or arbitration under this agreement.

(5) In the event the Department responds to any request for assistance beyond the Department's established response area, or in the event of a declared emergency condition, all bargaining unit members shall be subject to being summoned for mandatory overtime without any limitations set forth in this article.

(6) Failure to report for duly assigned mandatory overtime without being excused from responding by the Fire Chief or the Fire Chief's designee or providing an approved replacement may result in discipline action.

Article 16 – Wages

16.1 Pay Plan

- (a) For purposes of this section, the Pay Plan means the pay plan set forth in Section 16.7.
- (b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.
- (c) On the effective date of this Agreement, each bargaining unit member shall be paid the hourly rate reflected in the applicable matrix of the pay plan for the member's current rank and stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.
- (d) Each bargaining unit member who is hired on or after the effective date of this Agreement shall be paid the hourly rate reflected in the applicable matrix of the pay plan at Stage 1, and shall be deemed for purposes of the pay plan to have 8 years of service.
- (e) When a bargaining unit member is promoted to the rank of Battalion Chief after the effective date of this Agreement, the member's pay shall be the amount reflected in the matrix of the pay plan for the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter, effective the first full pay period immediately following the date of promotion.
- (f) Effective the first full pay period immediately following the anniversary of the date that a bargaining unit member commenced employment with the Employer working in the capacity of a firefighter, the hourly rate for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter if such years of service advances the member to the next stage in the matrix, unless such amount is less than the member's Initial hourly rate.
- (g) No adjustments shall be made to any bargaining unit member's pay after September 30, 2027.

16.2 Direct Deposit

All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

16.3 **Working out of Classification**

- (a) A bargaining unit member not on probation who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above Battalion Chief shall receive an increase in the member's pay of 10% for all timed worked under the temporary assignment.
- (b) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.

16.4 **Notification of Discrepancies**

The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

16.5 **Pay Rate Adjustment on Reassignment for Limited Duty**

- (a) Whenever a member of the bargaining unit is reassigned from a 24 hour shift position to a communications position or to a 40 hour work week (based on 2,080 annual hours), the member's current hourly rate shall be adjusted as follows to derive the member's hourly base rate:

Field hourly rate plus allowances times 2912 times 1.05, divided by 2080.

- (b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 17.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.
- (c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.
- (d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and years of service.
- (e) Whenever a member of the bargaining unit is demoted by order of the Fire Chief to a rank governed under the Firefighter CBA, the member's hourly rate shall be adjusted to the amount therefor reflected in the applicable matrix of the Pay Plan provided in the Firefighter CBA for the member's new rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

16.6 **Florida Supplemental Compensation**

Every bargaining unit member who meets the definition of firefighter as set forth in Section 633.102(9), Florida Statutes, who is certified in compliance with Section 633.408, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit

member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

2. Any such bargaining unit member who receives an applicable bachelor’s degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member’s hourly rate of pay.

16.7 Pay Plan

The Pay Plan shall be as set forth in the following matrices:

The wage rates illustrated below shall be adjusted by the following rates in each of the three years of this Agreement:

- FY 2024-2025 10%
- FY 2025-2026 8%
- FY 2026-2027 6%

Fiscal Year 2023-24		Fiscal Year 2024-25 10%	
Years of Service	Hourly Rate	Years of Service	Hourly Rate
8	\$ 30.4018	8	\$33.4420
9	\$ 31.0098	9	\$34.1108
10	\$ 31.7851	10	\$34.9636
12	\$ 32.5797	12	\$35.8377
14	\$ 33.3942	14	\$36.7336
16	\$ 34.2291	16	\$37.6520
18	\$ 35.2559	18	\$38.7815
20	\$ 36.3135	20	\$39.9449
22	\$ 37.4030	22	\$41.1433
24	\$ 38.5251	24	\$42.3776

Fiscal Year 2025-26 8%		Fiscal Year 2026-27 6%	
Years of Service	Hourly Rate	Years of Service	Hourly Rate
8	\$36.1173	8	\$38.2844
9	\$36.8397	9	\$39.0501
10	\$37.7607	10	\$40.0263
12	\$38.7047	12	\$41.0270
14	\$39.6723	14	\$42.0527
16	\$40.6641	16	\$43.1040
18	\$41.8841	18	\$44.3971
20	\$43.1405	20	\$45.7289
22	\$44.4348	22	\$47.1009
24	\$45.7678	24	\$48.5139

Article 16 A– Incentives

16A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid on an hourly basis .

16A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of \$.60 per hour for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

16A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal’s Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of \$.60 per hour. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

16A.4 Paramedic

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive as follows:

FY 2024-2025	\$4.00 per hour
FY 2025-2026	\$4.50 per hour
FY 2026-2027	\$5.00 per hour

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

16A.5 Incident Safety Officer

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of \$.60 per hour.

16A.6 Paid on Call

A bargaining unit member who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the bargaining unit member is subject to calls for service.

16A.7 Special Assignment

A bargaining unit member promoted or assigned to a special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis shall receive a wage rate adjustment of eight percent (8%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions).

The calculation for converting to a Special Assignment, on a 40 hour per week schedule, is as follows:

Field hourly rate plus allowances times 2912 times 1.08, divided by 2080.

Article 17 – Holidays

17.1 Observed Holidays

For purposes of this Agreement, the term “Holiday” shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour per week employees. Each of the following twelve days is recognized as a holiday (referred to herein as a “Holiday”) under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year’s Day
Birthday of Martin Luther King, Jr.
President’s Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

17.2 Accrual Rate

Each member of the bargaining unit regularly assigned to work a twenty-four-hour shift shall earn leave (referred to herein as “Holiday Leave”) at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 17.3 has been satisfied.

17.3 Accrual Conditions

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member’s last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

- (c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

17.4 **Holiday Leave Compensation or Utilization**

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed. by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.
- (b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 27 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.
- (d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the time payment is made.

17.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 19.

17.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40 hour work week, shall not earn or accrue Holiday Leave under Section

17.2 or receive compensation under Section 17.4. Rather, such staff personnel shall receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

17.7 **Annual Leave**

Subject to the limits provided in Article 27, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave upon approval by the Fire Chief.

Article 18 – Workers Compensation

18.1 Injury-in-the-Line-of-Duty Pay

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay, reduced by the amount of worker's compensation benefits received by the employee by reason of such temporary disability for wages lost during the same period, when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 16.7. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

- (a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion, which discretion shall not be subject to contest or arbitration, continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.
- (b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

18.2 Misconduct

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

- (a) Failure to be drug and alcohol free in accordance with the provisions of Article 12 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.
- (b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.
- (c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought

to the knowledge of the member through training by the Employer.

The Employer shall not discharge, threaten to be discharge, intimidate, or coerce any bargaining unit member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

18.3 **Periodic Examination**

- (a) Any bargaining unit member injured in the line of duty shall be examined not less than every ten working days by a physician selected by the Employer.
- (b) The physician shall determine whether the member is able to return to work.
- (c) An injured member employee shall have the right to prompt and proper medical care.
- (d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the third party administrator if the Employer is self-insured.

18.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

18.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

18.6 **Temporary Reassignment**

- (a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour work week, commencing at 0800 on the day following the date that the temporary disability was sustained or diagnosed.
- (b) When released by the physician for light duty, the member shall remain on a five day, forty hour work week and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental

fitness, until the physician releases the member to return to his or her regular, fulltime duties.

- (c) With the exception of staff personnel identified under Section 15.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour work week under this article shall be calculated according to the formula set forth in Section 16.5 of Article 16.
- (d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, as the same may be amended from time to time, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

18.7 **Forms**

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 19 – Shift Exchanging

19.1 **General**

A bargaining unit member covered by this Agreement may substitute for another member, provided that the substitution is approved in accordance with Departmental policy.

- (a) Under no circumstances shall remuneration be tendered from one member to another in exchange for time worked.
- (b) This article shall not provide an increase or decrease in compensation for any position worked.

Article 20 – Educational Incentive

20.1 Purpose

The purpose of this article is to improve the level of service provided to the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the member's efficiency, performance and effectiveness in his or her present position, and prepare the member for enhanced responsibilities.

20.2 Educational Expense Reimbursement

Applications for reimbursement must be pre-approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

The Employer shall reimburse all or part of any educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate, bachelor, master, or doctorate degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of up to \$2,500.00 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grade A, B or C, "Pass", "Complete", and "Satisfactory." There shall be no payment in advance of course completion. The member may be responsible for travel.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the \$2,500 cap provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the \$2,500 cap provided above. The member may be responsible for travel.

20.3 Eligibility

All bargaining unit members shall be eligible for educational reimbursement in accordance with Section 20.2.

20.4 Non-degree Courses

Any non-degree courses shall be considered for approval on individual bases by the Fire Chief and the Human Resources Director if they determine that the same is applicable and beneficial to the Employer. Such courses shall include, but are not limited to, seminars, workshops, symposiums and conferences.

20.5 **Prior Approval Required**

All courses, workshops, seminars, etc., must be approved prior to enrollment in a specific educational program in order to be eligible for reimbursement. The Employer will provide notification whether such program is approved in a given case within ten business days following the bargaining unit member's request therefor.

20.6 **Time-worked Rules**

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time missed by the member for any reason, including but not limited to performance of normal work-related duties. The Employer will endeavor to approve shift exchanges as provided for by Departmental policy when proposed to accommodate a member's schedule for approved course-work. If the member has been directed by the Fire Chief to attend any educational or training program, time spent taking such mandated courses shall be included as "time-worked."

20.7 **Repayment Circumstances**

In the event the Employer has either directed a bargaining unit member to attend a course of study and has paid the cost thereof, or has approved a member's request to attend a course of study at the Employer's expense and has paid the cost thereof, and the member either drops out of the course or fails to receive a grade as provided in Section 20.2, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the course. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

20.8 **Certification and Recertification**

- (a) Each training session or course provided by the Employer will be scheduled during two separate shifts so as to allow each bargaining unit member an opportunity to attend one or the other while off duty from his or her regularly assigned shift. During each period that a particular ACLS or BLS, emergency medical technician or paramedic certification is in effect, the Employer will provide enough training and course opportunities for each member to timely satisfy all of the training and education requirements for recertification thereof. Members will be allowed to attend such scheduled classes while on duty when available.
- (b) For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

20.9 **Repayment upon Termination**

A bargaining unit member who has received educational expense reimbursement for any course under this article shall repay the Employer the total amount thereof if the member voluntarily or involuntarily terminates employment with the Employer, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such course. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

Article 21 – Prevailing Rights

21.1 Insurance Coverage

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

- (a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.
- (b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than \$20,000.00, insuring the life of each member of the bargaining unit.
- (c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this Agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 28.2, the Employer shall have the right at any time to reopen this Section 21.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.
- (g) The County agrees to provide IAFF Local 3362 with one representative slot (one

individual on behalf of both the Rank and File and Battalion Chief units) on the County's Benefits Committee.

21.2 **Off-Duty Hours**

- (a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.
- (b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.
- (c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.

21.3 **Anti-Nepotism**

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

21.4 **Political Activities**

- (a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.
- (b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting

shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.

- (c) Notwithstanding subsection (a) hereof, all members of the bargaining unit shall comply with the requirements of Section 1.02 of the Clay County Personnel Policies Manual.

Article 22 – Rank Structure

22.1 Job Description

The Employer shall author an appropriate job description for the rank of Battalion Chief commensurate with the present duties. This rank shall be a part of the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Department Head, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change the job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

22.2 Vacancies in Ranking Positions

When a vacancy occurs in the Battalion Chief rank that the Employer elects to fill, and a promotional list therefor established under the Firefighter CBA has not yet been established, or has been expended, the Fire Chief may appoint a Division employee who is a member of the bargaining unit governed under the Firefighter CBA to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates established under the Firefighter CBA within fifteen calendar days.

22.3 Eligibility

To be eligible to serve in the rank of Battalion Chief a candidate must meet the current job description established by the Employer's Board of County Commissioners therefor.

Article 23 – Stress Management

23.1 Employee Assistance Program

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to Bargaining unit members and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the member or family member. If the nature of the problem requires further treatment, the member will be referred to resources that are either free, covered by insurance, or based on the member's ability to pay. The contents of any counseling sessions shall be strictly confidential.

Article 24 – Layoff

24.1 **Layoff**

- (a) In the event that the Employer decides that layoffs become necessary, bargaining unit members shall be queried to ascertain if anyone desires to revert to the previously held position prior to promotion. If no one comes forward, selection among the members shall be based on superiority in rank within the Battalion Chief classification with the person with the least superiority in rank being selected first. Selected members shall be offered the previously held position prior to promotion.
- (b) If there is a tie in superiority in rank, the bargaining unit members will be selected based on test scores, with the lowest test score being selected first. Selected members shall be offered the previously held position prior to promotion.
- (c) If there is a tie in superiority in rank and in test scores, the selection will be based on seniority with the least senior bargaining unit member being selected first. Selected members shall be offered the previously held position prior to promotion.
- (d) Time earned in accordance with Article 2.4 by a bargaining unit member electing to accept the previously held position prior to promotion, as described in subsections (a), (b) and (c), shall count cumulatively with prior time earned in the previously held position prior to promotion, to determine the member's then current "superiority in rank" in the newly demoted position.
- (e) The compensation of a bargaining unit member demoted due to a reduction in work force shall adjusted to the hourly rate for the appropriate stage of the Pay Plan under the Firefighter CBA of the new rank. Future increases in pay will be governed under the Firefighter CBA then in effect.
- (f) A bargaining unit member demoted due to a reduction in work force shall not have to retest for the member's previously held rank, but shall be placed on the top of an eligibility list which will have a four year duration from the date of demotion.
- (g) A bargaining unit member demoted due to a reduction in work force shall be restored to the member's previously held rank as soon as a position becomes available due to attrition or any other increase in work force by using the reverse of the process by which the member was selected for demotion, with the member having most superiority in rank being restored first, the member having the lowest test score second, and the member having the least seniority third.
- (h) The hourly rate, as defined in Article 16, of a bargaining unit member restored to rank under subsection (g) shall be the amount reflected in the matrix of the Pay Plan in Article 16 for the stage corresponding to the member's years of service.

24.2 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

Article 25 – Physical Fitness

25.1 General Provisions

The Union recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

- (a) No bargaining unit member shall be disciplined for failing to comply with any requirements, as long as the member is actively participating. Such participation shall be based upon the member's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each member, based on that member's general health, fitness, and goal.
- (b) Any such program instituted shall apply equally to all members of the bargaining unit.
- (c) Each bargaining unit member shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.

25.2 Injuries

Injuries suffered as a result of physical fitness, as part of a Division-sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 18.

25.3 Diet and Nutrition

Any program established under Section 25.1 shall include professional training on proper diet and nutrition.

Article 26 – Uniforms

26.1 General Provisions

Except as provided in Section 26.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by the bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members employees in the performance of their duties, shall be furnished without cost to them by the Employer.

26.2 Uniform Issuance

The Employer shall furnish the following uniform items to each employee at no cost to the employee:

- 1 - Class A uniform
- 4 – Class C uniform pants
- 4 – Class C uniform shirts
- 1 – winter jacket
- 1 – black leather uniform belt

It will not be necessary to re-issue any items which have already been provided to the member. Those items which have already been provided to the member will be subject to Section 26.4. In consideration of the foregoing, bargaining unit members shall wear or use said uniforms only for official Division business, and to maintain, clean, and shall maintain, clean and repair the same to the extent possible on a regular basis.

26.3 Reissue

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

26.4 Dress Standards

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

26.5 New Articles

New articles of uniform clothing shall be provided by the Employer prior to a mandate that they be worn.

26.6 Return of Uniforms upon Separation

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by

the member during the member's employment with the Department. Such items shall be returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

26.7 **Clothing, Equipment and Maintenance Allowance**

Each bargaining unit member may be reimbursed for up to \$350.00 per fiscal year for approved uniform footwear. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the footwear. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 16. From this allowance, each bargaining unit member governed under this Agreement shall obtain approved shoes or boots. All reimbursement request shall be submitted for approval by August 15th with final invoices submitted by September 1st.

Article 27 – Leave

27.1 Annual Leave

(a) Bargaining unit employees assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	135 hours
6 through 9 years (61 through 108 months)	168 hours
10 through 14 years (109 through 168 months)	202 hours
15 years (169 months plus)	235 hours

(b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional twelve hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(c) Bargaining unit employees not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	96 hours
6 through 9 years (61 through 108 months)	120 hours
10 through 14 years (109 through 168 months)	144 hours
15 years and over (169 months plus)	168 hours

(d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(e) The maximum annual leave hours each bargaining unit member may have to his or her credit on the last full pay period in December of each year shall be:

0 through 10 years of employment	240 hours
11 through 15 years of employment	320 hours
16 through 20 years of employment	360 hours
20 years and over	400 hours

(f) Annual leave shall be scheduled in accordance with Department policy. One bargaining unit member of the normal daily shift assignment shall be released for

annual leave, not to include those members on Military Leave or Administrative Leave. More than one member may be released for annual leave at the discretion of the Fire Chief or the Fire Chief's designee, and is not subject to grievance.

27.2 **Sick Leave**

(a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety-six hours per year prorated per pay period.

(b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.

(c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

(d) A physician's (example to include, but not limited to: MD, DO, DC, ARNP, and PA) note may be requested for the following reasons:

- (i) Sick leave taken the shift before, on, or the day after a recognized holiday, or a leave day.
- (ii) Three consecutive shifts in a row.
- (iii) Upon demonstration of an illustratable pattern of sick leave usage.

27.3 **Administrative Leave**

Administrative leave with pay shall be approved for bargaining unit members the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

(a) Condolence leave – Paid condolence leave shall be granted as follows:

- (1) A member assigned to work a 24-hour shift shall be granted forty-eight hours of paid condolence leave, and a member assigned to a 40-hour

work week shall be granted twenty-four hours of paid condolence leave, to attend a funeral of an immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).

(2) A member assigned to work a 24-hour shift shall be granted twenty-four hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted eight hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).

(b) Court Appearance – A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any fees paid shall be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

(c) Examinations – A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.

(d) Educational – A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

27.4 **Administrative Leave without Pay**

A bargaining unit member not on probationary status with the Employer may be granted leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

27.5 **Rules for Annual and Sick Leave**

(a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.

(b) **Payment for Earned Leave**

(1) Annual Leave

A. Upon involuntary separation or upon separation due to voluntary resignation other than a qualified retirement or a reduction

in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 400 hours.

B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the employee's beneficiary, estate, or as provided by law.

C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 400 hours.

D. Upon entering the Deferred Retirement Option Program of the Florida Retirement System (DROP), each bargaining unit member may elect to be paid for any unused annual leave, not to exceed 500 hours, in lieu of any other payment for unused annual leave

E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

A. Upon separation for other than death or retirement, each bargaining unit member not on probation shall be paid for 50% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer.

B. In case of retirement or death of a bargaining unit member that is not in the Line of Duty, 100% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer, shall be paid to the member's beneficiary, estate, or as provided by law.

C. In case of a Line of Duty Death of a bargaining unit member, 100% of unused sick leave shall be paid to the member's beneficiary, estate, or as provided by law. For purposes of this section, a "Line of Duty Death" shall be defined as set forth in Section 121.021(14), Florida Statutes (2022).

D. In case of a qualified retirement, a bargaining unit member

shall be paid 100% of unused sick leave, not to exceed 960 hours.

E. Bargaining unit members shall be eligible to participate in the sick leave pool established for employees of the Employer who are not within the scope of a collective bargaining agreement to which the Employer is a party under the same terms and conditions as are applicable to such employees, as the policy governing such sick leave pool may be amended from time to time.

(c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.

(d) The biweekly paycheck shall indicate the proper accrual for that pay period. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.

(e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement.

27.6 **Family and Medical Leave**

(a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.

(b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

27.7 **Military Leave**

(a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows.

(1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.

(2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.

(3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.

(4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

(5) Travel time shall be included in military leave with pay if written orders provide for travel time.

(6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.

(7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.

(b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

27.8 **Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs**

(a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.

(1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member not assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, one day of attendance incentive leave earned is the equivalent of eight hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

A bargaining unit member assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave received will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	48 hours
9-16	36 hours
17-24	24 hours
25-32	12 hours

Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member's accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

(b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).

(c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.

(d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay

provided in Article 16 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.

(e) For purposes of this subsection, a type of shift means a 24-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of paragraph (2) of subsection (a).

27.9 Personal Leave

In addition to the accrual of personal leave each bargaining unit member assigned to a 24-hour shift position will be granted an additional twenty-four (24) hours of leave, per year, personal leave with pay. Bargaining unit members not assigned to a 24-hour shift position shall receive eight (8) hours of personal leave with pay. Personal leave shall be scheduled and approved in accordance with Department policy. Any time granted under this section which is not used during the calendar year shall be forfeited.

Article 28 – Duration and Reopener

28.1 **Effective Date**

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Employer's Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to October 1, 2024. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered into between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2027, whereupon it shall be deemed expired.

28.2 No later than May 31, 2027, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement.

28.3 **Waiver**

With respect to any article of this Agreement, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement without further bargaining.










2024-2025-8 Collective Bargaining Agreement- Unit B_2024_Final_Recitals_and_Agreement_C ombined.BCC#21

Final Audit Report


2024-10-21

Created:	2024-10-14
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr9nO6PyluExr7htNaUlrT0popn5grY2

"2024-2025-8 Collective Bargaining Agreement-Unit B_2024_Final_Recitals_and_Agreement_Combined.BCC#21" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2024-10-14 - 2:37:55 PM GMT
-  Document emailed to clayesign@claycountygov.com for signature
2024-10-14 - 3:09:22 PM GMT
-  Email viewed by clayesign@claycountygov.com
2024-10-14 - 8:18:36 PM GMT
-  Signer clayesign@claycountygov.com entered name at signing as Jim Renninger
2024-10-14 - 8:18:59 PM GMT
-  Document e-signed by Jim Renninger (clayesign@claycountygov.com)
Signature Date: 2024-10-14 - 8:19:01 PM GMT - Time Source: server
-  Document emailed to bccdocs@clayclerk.com for signature
2024-10-14 - 8:19:03 PM GMT
-  Email viewed by bccdocs@clayclerk.com
2024-10-15 - 1:56:07 PM GMT
-  Signer bccdocs@clayclerk.com entered name at signing as Tara S Green
2024-10-15 - 1:57:00 PM GMT
-  Document e-signed by Tara S Green (bccdocs@clayclerk.com)
Signature Date: 2024-10-15 - 1:57:02 PM GMT - Time Source: server



 Document emailed to Union Local 3362 (local3362@gmail.com) for signature


2024-10-15 - 1:57:04 PM GMT

 Email viewed by Union Local 3362 (local3362@gmail.com)

2024-10-18 - 12:16:05 PM GMT

 Signer Union Local 3362 (local3362@gmail.com) entered name at signing as Jasen Hernandez

2024-10-21 - 3:28:29 PM GMT

 Document e-signed by Jasen Hernandez (local3362@gmail.com)

Signature Date: 2024-10-21 - 3:28:31 PM GMT - Time Source: server

 Agreement completed.

2024-10-21 - 3:28:31 PM GMT

