



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

AND THE

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 4131**

2015-2018

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the Escambia County Board of County Commissioners (hereinafter called the County) and the Escambia County Professional Firefighters, I.A.F.F., Local 4131 (Hereinafter, the Union) and/or Collective Bargaining Unit.

ARTICLE 2 RECOGNITION

- 2.01 The County recognizes the Union as the exclusive collective bargaining agent with respect to pay, hours and or other terms or conditions of employment for those members included in the collective bargaining unit, certified by the Florida Public Employees Relations Commission, certification order 1771 and 1772 which were certified August 19, 2011.

ARTICLE 3 PREVAILING RIGHTS

- 3.01 Unless expressly modified by the terms of this contract, the existing rules and policies of BCC that impact terms and conditions of employment shall remain in effect unless notice is provided to the IAFF and the rule or policy is renegotiated or revised through the impasse process.
- 3.02 In the event the County redefines an existing employee privilege, the union may receive upon request a consultant with a member of the Administration.

ARTICLE 4 IAFF LOCAL 4131 RIGHTS

4.01 Use of Facilities

Access to BCC facilities for IAFF Local 4131 business shall be limited to regular working hours and to the application of this Agreement. Nothing herein shall be interpreted to authorize conducting IAFF Local 4131 business during working time or the use of BCC facilities without the approval of the BCC. Such approval shall not be unreasonably withheld; however, it is not the intent of this provision to permit the IAFF to use the BCC facilities to conduct meetings on a regular basis.

4.02 Union Bulletin Boards

The IAFF will be allowed to erect and maintain a 3' X 3' bulletin board at each fire station which are manned by bargaining unit members. Bulletin boards will not be erected at facilities where no bargaining unit members are located. Any items posted must be signed by a Union Official and pertain to Union business. The County reserves the right to take down any material not signed by a Union Official or violates County policy or procedures as determined by the County Administrator, Department Director, or the Fire Chief. The County agrees to mail or facsimile a copy to the Union office of any material removed from an approved bulletin board.

4.03 Representation

The Union agrees to furnish the County with an up-to-date list of all its officers and committee members upon request, and to immediately notify the BCC of any and changes.

4.04 Union Leave Pool

A leave pool will be created for use by the Union for Union business. The BCC shall grant 85 hours for each of the three years duration of this agreement into the pool (255 hours) to be used during the term of the labor agreement. . . Bargaining Unit members may contribute Annual Leave time voluntarily, provided that all donated time is submitted to the Human Resources Department no later than the last pay period in September of each year. Human Resources shall maintain all records of pool time accrual and usage. The Union will be responsible for notifying Human Resources during the same pay period that the pool time is used. Pool time will be used in one-hour increments. The use of Union Leave Pool is not "time worked" for the purposes of overtime. The BCC will consider requests by Union officers to engage in Union business or activity and may approve requests at the discretion of the Department Director. Time off granted for such purposes shall be without pay unless it is covered by pool time or other earned leave (except sick leave) or shift swap. Such time off shall not be unreasonably withheld, however, such time away from work will be used only with the advance, written approval of the appropriate supervisor for each occasion. To ensure accurate timekeeping, the employee shall check out with his/her supervisor upon departure, and in with the same supervisor upon return to duty.

4.05 Dues Deduction

- A. The BCC agrees to process the payroll deduction of dues for IAFF bargaining unit members in accordance with Section 447.303, Fla. Stat. Those employees shall individually make such request on the written check-off authorization provided at Appendix A of this contract. The amount shall be established by the IAFF and requested in writing to the

BCC. Such deductions will be made by the BCC on the first and second payday of each month and will begin with the pay for the first full pay period following receipt of the authorization by the BCC. It is understood by the BCC and the IAFF that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The IAFF will be treated in the same manner as any other organization authorized for payroll deduction.

- B. Dues will be provided to the IAFF Financial Secretary as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.
- C. The IAFF shall advise the BCC of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

4.06 Insufficient Pay for Deductions

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues, it will be the responsibility of the IAFF to collect its dues for that pay period directly from the employee.

4.07 Termination of Deduction

Once initiated, deductions for IAFF dues shall continue until either: (1) revoked by the employee by providing the BCC with thirty (30) days written notice that he/she wishes to terminate check-off authorization; (2) revoked pursuant to Florida Statute Section 447.507, Violation of Strike Prohibition; and (3) the termination of employment. If these deductions are continued when any of the above situations occur, the IAFF shall upon notice of the error, reimburse the employee for the deductions that were improperly withheld. Any employee wishing to terminate the deduction of union dues from their salary may complete the memorandum at Appendix B and submit it to BCC Human Resources.

4.08 Indemnification

The IAFF shall indemnify, defend, and hold the BCC, their agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the BCC, their agents, and employees in complying with this article. The IAFF shall promptly refund to the BCC any funds received in accordance with this article, which are in excess of the amount of dues which the BCC or its agencies have agreed to deduct.

4.09 Orientation

The IAFF will be permitted up to two (2) hours to address newly hired employees during the department specific portion of the new employee orientation.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Definition

Grievance – an alleged violation of an expressed term of this agreement. Instances which are not subject to the grievance process include, but are not limited to, Performance Standards, Performance Evaluations, job classification, a change of duty without a negative effect on the terms of employment, or a temporary change in working conditions during a state of emergency. Filing of a grievance must identify the specific article and section that is alleged to have been violated. Letters of Counseling are grievable up to Step 2 only.

5.02 Election of Process

- A. An employee shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article) whether or not he/she shall be represented by the IAFF.
- B. When the employee has elected the IAFF as their representation, the IAFF shall be notified of any scheduled grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the IAFF. Any decision mutually agreed to by the BCC and the IAFF shall be binding on the employee. The IAFF shall be given reasonable opportunity to be present and observe any meeting called for the resolution of such grievance. An employee processing an appeal will be bound by the procedures established by the BCC and the IAFF.
- C. If the employee is not represented by the IAFF, the counsel elected to represent that employee becomes the sole agent of the employee.
- D. An employee or the IAFF may challenge an employment action by the County through this Agreement's grievance and arbitration process or the Merit System Protection Board (MSPB), but not by both.

5.03 Procedure

- A. Employee grievances may be presented and handled promptly at the lowest level of management having the authority to address the subject of the grievance.
- B. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

- C. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the BCC to take the action complained of; subject, however, to adjustment (i.e., back pay) based on the final disposition of the grievance.
- D. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the IAFF or the BCC in other cases.
- E. If a grievance meeting with management is held during the working hours of the employee filing the grievance, such participation may be approved without loss of pay. Attendance at appeal meetings with management outside of the regular working hours shall not be deemed time worked.
- F. Grievances must be filed within seven (7) days of the occurrence giving rise to the grievance or from the time the employee is notified of discipline.
- G. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to the grievance at more than one written step:

(1) Oral Discussion

- (a) Prior to the filing of a grievance, the employee should meet for oral discussion with the lowest ranking representative who has the authority to satisfy the issue and avoid the grievance.
- (b) If the issue is not resolved by such informal discussion, the employee may, within five (5) days following the occurrence of the event giving rise to the grievance, submit a formal grievance at Step 1 of this procedure.

(2) Step 1

- (a) In filing a grievance, the union representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement at issue, and the relief requested.
- (b) As the Step 1 Management Representative, the Fire Chief, or designee, shall communicate a decision in writing to the employee and his/her union representative within fifteen (15) days following receipt of the grievance form.
- (c) If there is no response by the County within the fifteen (15) day time limit, the failure to respond will constitute a denial and will allow the matter to go forward to the next step.

(3) Step 2

- (a) If the grievance is not resolved with the Fire Chief at Step 1, the union representative may submit it in writing to the County Administrator within ten (10) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as an appeal filed at Step 1 above. The County Administrator, or his/her designated representative, may have a meeting with the employee, and their union representative, to discuss the grievance.
- (b) The County Administrator, or designee, shall communicate a decision in writing to the employee or his/her union representative within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response by the County to the employee or Union within the time limits, the failure to respond will constitute a denial of the grievance and will allow the issue to go to the next step.

(4) Step 3- Arbitration

- (a) If the grievance is not resolved, the union representative may, within ten (10) days after receipt of the decision at Step 2, appeal in writing to arbitration on a form to be supplied by the Federal Mediation and Conciliation Service (FMCS).
- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) as arbitrators. FMCS will provide a list of seven (7) arbitrators for each grievance from which the parties will mutually select one (1). If mutual agreement is not reached the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by the flip of a coin.
- (c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola, however, selection of the site will take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, shall be final and binding on the BCC, the IAFF, the grievant(s) and the employees in the bargaining unit when delivered in writing, subject to the provisions of general law.

In considering a grievance, the following provisions and limitations shall apply:

- (1) The arbitrator shall issue his decision no later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
- (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
- (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
- (4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of policy or law forming the basis for the grievance.
- (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - (b) Limiting or interfering any way with the powers, duties, and responsibilities of the BCC under the constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.
- (6) The arbitrator has the authority in the award to make the grievant whole, which includes wages, benefits, seniority, and other conditions of employment. They do not have the authority to award punitive damages.
- (7) The parties shall pay all of the arbitrator's charges equally. In all arbitrations, the parties will be responsible for the fees and costs of their own representatives.

5.04 Time Limits

- A. Failure to initiate a grievance within the time limits as outlined in this Article shall be deemed a waiver of the right to file a grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

- B. Failure at any step of this procedure on the part of the BCC to communicate the decision on a grievance within the specified time limits shall permit the IAFF to proceed to the next step.
- C. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement in writing or email by both parties.
- D. Claims of either an untimely filing or an untimely appeal shall be made at the step in question.
- E. Days for this article are Monday through Friday excluding official County holidays.

5.05 Arbitrability

Issues of Arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issues(s) in accordance with the provisions of this Agreement.

- 5.06 The parties entered into this agreement to assure sound mutually beneficial working and economic relationships between the parties and to provide an orderly and peaceful means of resolving any differences that arise regarding the enforcement of the agreement.

ARTICLE 6 DISCIPLINE

6.01 Purpose

- A. Discipline is action taken against an employee when there is just cause as of a result of a rule of the County, Department or division is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.
- B. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations

rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious, discipline. The employee will be responsible for providing notice to the union that a disciplinary action has been administered.

6.02 Types of Discipline

A. The types of disciplinary action, in order of their severity, are:

1. Letter of Counseling – A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The "Notice of Letter of Counseling" provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level.
2. Written Reprimand – A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The "Notice of Written Reprimand" will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee's official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.
3. Suspension Without Pay – A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the "Notice of Disciplinary Action" form and will be processed through Human Resources for review and then approved by the County Administrator or designee.
4. Suspension With Pay
 - (a) If it is determined by the Department Director, Fire Chief, or supervisor onsite that an employee poses a threat, such as health and safety, to himself, other employees or the public,

or if it is suspected that wrong-doing of a serious nature has occurred, that employee may be suspended with pay pending investigation.

- (b) If circumstances warrant quick action, the Department Director, Fire Chief, or supervisor onsite may suspend an employee immediately if it is prudent to do so. The Human Resources Manager must be notified as soon as possible, and not later than the next duty day.
- (c) The Human Resources Manager may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the Fire Chief.

5. Termination – Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. For classified employees, it will be submitted for approval on the form, "Notice of Disciplinary Action."

6.03 In General

- A. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.
- B. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum two (2) year statutory requirement established by the Records Retention Schedule of the State of Florida.
- C. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form. The employee will have five (5) working days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period shall be interpreted as consent and will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.

- D. Suspension (for any reason), termination, and unsatisfactory performance appraisals are permanent actions and will be retained in the official personnel file indefinitely.
- E. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Manager prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.
- F. An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions.
- G. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense.
- H. Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.
- I. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.
- J. In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the "Recommended Guidelines for Disciplinary Actions" at Tab 6A. This table provides examples of misconduct but may not be all-inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.
- K. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found on the table at Tab 6A. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.

- L. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, may result in termination on the first offense. Items are "unauthorized" if they are in violation of state or federal law, or are on County property without the written permission of the Bureau Chief or Fire Chief. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.
- M. Infractions that are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.
- N. The County shall avoid any disciplinary action in public or the presence of co-workers.
- O. Investigations and discipline will comport with the Firefighters Bill of Rights as defined in Florida Statutes.

6.04 Procedures & Appeals

- A. If the actions necessary are not time-sensitive, the supervisor shall notify the employee ("Notice of Pending Disciplinary Action") that formal disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences under consideration.
- B. The Grievance Procedures in Article 5 of this contract shall be followed for all applicable bargaining unit members.
- C. Bargaining Unit members, as defined in Article 2, may appeal Suspensions and Termination actions.

Recommended Guidelines For Disciplinary Actions (Tab 6A)

LEGEND:

L = Letter of Counseling S = Suspension (1-30 days)
W = Written Reprimand T = Termination

IN-1	Disregard for or willful failure to follow the instruction or direction of a supervisor	Insubordination	L	W	S	T
IN-2	Abusive verbal conduct directed at a supervisor within the employee's chain-of-command.	Insubordination	W/S	S/T		
IN-3	Failure to work overtime, special hours, or special shifts or be on stand-by, as directed	Insubordination	L	W	S	T
ND-1	Violation of any County, department or division rule or directive	Neglect of Duty	L	W	S	T
ND-2	Inability to perform up to accepted work standards	Neglect of Duty	L	W	S	T
ND-3	Habitual tardiness, absenteeism and/or abuse of leave privileges	Neglect of Duty	L	W	S	T
ND-4	Willful neglect in performance of duties	Neglect of Duty	L	W	S	T
ND-5	Job abandonment for 3 consecutive scheduled workdays, or 2 consecutive 24-hour shifts.	Neglect of Duty	T			
ND-6	Leaving the assigned work area during regular working hours without permission or until relieved	Neglect of Duty	L	W	S	T
ND-7	Absence without approved leave, including failure to call in or report an absence to a supervisor the day the absence begins.	Neglect of Duty	W	S	T	
ND-8	Being identified as "at fault" in an accident or collision by an investigative board or law enforcement authority while the operator of a County vehicle or piece of equipment.	Neglect of Duty	W/S	S/T	T	
ND-9	Failure to maintain licenses, certifications and/or other professional credentials required for employment or failure to notify appropriate County officials of their loss, suspension, or revocation.	Neglect of Duty	S	T		
ND-10	Suspension or revocation of Driver License or Commercial Driver License (CDL) for negligence or misconduct if it is required for the performance of job duties.	Neglect of Duty	T			
ND-11	Willful or negligent violation of a safety policy which results in property/equipment damage or personal injury.	Neglect of Duty	W	S	T	

ND-12	Violating a safety rule or practice or any conduct which could endanger a co-worker or member of the public.	Neglect of Duty	W	S	T	
ND-13	Operating, or directing the operation, of a County vehicle or equipment without proper qualifications or supervision.	Neglect of Duty	W	S	T	
ND-14	Failure to immediately report any on-the-job accident to a supervisor or member of the chain-of-command.	Neglect of Duty	W	S	T	
ND-15	Failure to report to the Department a subpoena or request for information from a law firm that relates to County business.	Neglect of Duty	L	W	S	T
ND-16	Possession or sale of alcohol or illicit drugs on County property (including vehicles).	Neglect of Duty	S/T	T		
ND-17	Working under the influence of alcohol or illicit drugs. (Subject to Florida Statute 112.0455)	Neglect of Duty	S/T	T		
EV-1	Fraud, waste, and/or abuse of County property or time.	Ethics Violation	W	S	T	
EV-2	Falsification or misrepresentation of an official document or record.	Ethics Violation	W	S	T	
EV-3	Falsification or misrepresentation of any portion of a job application.	Ethics Violation	T			
EV-4	Violation of County policies relating to impartiality, use of public property, conflict of interest, disclosure or confidentiality.	Ethics Violation	W	S	T	
EV-5	Conviction of a felony, a misdemeanor conviction involving moral turpitude, or any first-degree misdemeanor while in the performance of County duties.	Ethics Violation	S	T		
EV-6	Unauthorized possession of firearms, explosives, or weapons on County property.	Ethics Violation	S/T	T		
EV-7	Unauthorized vending or solicitation on County property or from a County vehicle.	Ethics Violation	L	W	S	T
EV-8	Attempting to coerce or influence a member of the public, fellow employees, subordinates or supervisor with gifts, services, loans or other consideration OR receipt of a fee, gift, or valuable item when such is given or accepted in the expectation of receiving a favor or preferential treatment.	Ethics Violation	S	T		
EV-9	Directing or permitting a subordinate to violate any rule, policy or regulation, whether explicit or condoned through inaction.	Ethics Violation	L	W	S	T
EV-10	Engaging in any employment, activity or enterprise	Ethics Violation	S	T		

	which is illegal, incompatible, or in technical conflict with the employee's duties and responsibilities as a County employee.					
EV-11	Intentional destruction, theft or unauthorized removal of County property or assets for personal use.	Ethics Violation	S	T		
EV-12	Intentional destruction, theft or unauthorized removal, possession or use of another's property, tools or equipment without consent.	Ethics Violation	S	T		
EV-13	Illegal or inappropriate concerted action by bargaining unit members, e.g. curtailment or restriction of production, interference with work, instigating, leading or participating in any walk-out, sit-down, slow-down, sick-out, demonstration or participation in a strike as defined by Florida Statute.	Ethics Violation	S/T	T		
EV-14	Violation of the County's discrimination and/or unlawful harassment policies.	Ethics Violation	W	S	T	
EV-15	Gross misconduct to include, but not limited to, physical violence, threats of physical violence or engaging in offensive conduct or language toward the public, supervisory personnel, or fellow employees.	Ethics Violation	T			
EV-16	Membership in any organization that advocates the overthrow or the Government of the United States by force or violence.	Ethics Violation	T			
EV-17	Gross misconduct which reflects very unfavorably upon the image and ethics of the County as an employer, whether on or off duty.	Ethics Violation	W	S	T	

ARTICLE 7 SENIORITY

Definition: For the purpose of this contract, "seniority" shall, unless otherwise stated, be defined as the length of continuous service from the most recent date of hire in the fire division of the BOCC.

ARTICLE 8 LEAVES

8.01 All collective bargaining unit members shall receive the leave benefits outlined in the Human Resources Policies and Procedures Manual (HRPP) except where it conflicts with an express term of this contract. The current HRPP sections defining leave benefits for collective bargaining unit members are attached to this contract as Appendix C.

8.02 Annual Leave

1. All bargaining members are eligible to earn annual leave.

Annual leave shall not be credited in advance. Accrual of annual leave begins on the first date of regular employment and ends with the date of separation. Leave accrual for fractions of the month shall be figured to the nearest day. For the purpose of computing annual leave taken, only normal working days are to be counted as leave.

Annual leave is accumulated in accordance with the following schedule for nine (9) hour shifts (Currently same as 80 hour employees):

- Beginning date through the end of year 5	8 hours per month
- Beginning 6 th year through end of 10 th year	10 hours per month
- Beginning 11 th year through end of 15 th year	12 hours per month
- Beginning 16 th year through end of 20 th year	14 hours per month
- Beginning 21 st year through end of 25 th year	15 hours per month
- Beginning 26 th year through end of employment	16 hours per month

Annual leave is accumulated in accordance with the following schedule for 24 hour shifts (Currently Bi-Weekly Rate):

- Beginning date through the end of year 5	11.2 hours per month
- Beginning 6 th year through end of 10 th year	14.0 hours per month
- Beginning 11 th year through end of 15 th year	16.8 hours per month
- Beginning 16 th year through end of 20 th year	19.7 hours per month
- Beginning 21 st year through end of 25 th year	21.1 hours per month
- Beginning 26 th year through end of employment	22.5 hours per month

2. Restrictions on Accumulation of Annual Leave:

A collective bargaining unit member shall not accrue annual leave during a leave of absence without pay, suspension without pay, or when the bargaining member is otherwise in a non-pay status. A total of fifty (50) days (600) hours of annual leave is the maximum that can be carried over from one year to the next based on the bargaining unit employees date of hire. When extreme operational matters and/or emergencies occur and the bargaining member had requested leave and the leave has been approved, an extension may be granted to use the leave at a later time. The extension to use this approved leave shall be granted by the Fire Chief (or his designee). Bargaining members who are granted this extension shall have ninety (90) days from the date of approval by the Fire Chief (or his designee) to take the leave or it will be forfeited.

3. Annual Leave Records:

Annual leave accumulation and usage records for all collective bargaining unit members shall be maintained by the Department and shall be based upon the leave information submitted by the bargaining unit employees and authorized by the Battalion Chiefs on each payroll. No annual leave shall be granted except on the basis of such leave records.

4. Approval of Annual Leave Requests:

Requests for annual leave by the collective bargaining unit members shall be made seven (7) days in advance. Leave must be scheduled and approved by the Battalion Chief in advance of time to be taken.

5. Computation of Annual Leave Charges:

The collective bargaining unit members shall charge absences from work to annual leave according to the actual number of leave hours used.

6. Payment for Unused Leave Upon Separation of Service or Death:

Upon separation from the County Service, collective bargaining unit members shall receive a lump sum payment for all accrued and unused annual leave up to a maximum of fifty (50) days (600) hours. Such payment shall be made at the bargaining member's regular rate of pay at time of separation.

7. Disciplinary Actions:

Collective bargaining unit members who are disciplined in accordance with this contract shall not be permitted to use annual leave in lieu of disciplinary action.

8. Annual Leave Incentive Plan:

Any collective bargaining unit member may request to sell Annual Leave for cash payment in lieu of taking time off. An employee may sell a minimum of nine (9) hours and a maximum of ninety-six (96) hours of Annual Leave per fiscal year as long as 240 hours remain after the Annual Leave is sold. The payout of Annual Leave shall be contingent upon availability of funds. The BCC shall determine by December 31 of each calendar year whether sufficient funds are available to permit the redemption of annual leave. Firefighters may submit their requests for redemption of leave between January 1 and August 31 of each year.

9. For the purposes of annual leave the rollover date will be the anniversary of the employee's original hire date with the County.

8.03 Sick Leave

1. Sick leave shall be accrued at a rate of 11.2 hours a month for collective bargaining unit members on 24 hour shifts. Sick leave shall be accrued at a rate of eight (8) hours a month for employees on 9 hour shifts. There is no maximum accumulation of sick leave.
2. When a collective bargaining unit member is separated from employment due to retirement (as defined by the FRS Employer Handbook), the collective bargaining unit member shall be entitled to receive a lump sum payment for up to one-half of the accumulated sick leave to his credit prior to the effective date of the retirement up to a maximum of 1,040 hours.

3. Layoffs

When a collective bargaining unit member's service is separated due to a layoff, they shall be entitled to be paid for one-half of the accumulated sick leave to his credit prior to his separation after a fifteen-calendar day period elapsed pending reinstatement. A maximum payment of 1,040 hours of sick leave will be made.

4. Collective bargaining unit members that use seven (7) or more shifts of unscheduled sick leave within the time period of the start of an annual evaluation process until the end of that same annual evaluation time period shall receive a "does not meet standards" on the attendance portion of the collective bargaining unit members annual evaluation. Unscheduled sick leave is any sick leave requested less than 24 hours prior to the start of the collective bargaining unit members normally scheduled shift in which they are requesting

the sick leave. FMLA or bereavement leave shall not be defined as unscheduled sick leave. Sick Leave shall be utilized in quarter-hour increments.

8.04 Compensatory Leave

1. The maximum accumulation for compensatory leave for collective bargaining unit members shall be 480 hours. All compensatory leave accrued as of August 31 of each year will be paid or used by September 30, of the year in which the leave was accumulated.

ARTICLE 9 PERSONNEL RECORDS

9.01 Personnel File

- A. There shall be only one official personnel file for each collective bargaining unit member in which commendatory or derogatory information is recorded. This record shall be maintained in the Escambia County Human Resources Office and governed by Human Resources Policies and Procedures.
- B. A collective bargaining unit member will have the right to review and or receive a copy of his/her own official personnel file at reasonable times, when requested by the collective bargaining unit member.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 Overtime and On Call

The County agrees to abide by the Fair Labor Standards Act and all applicable collective bargaining agreement language in compensating overtime and on call.

10.02 Call Back Pay

Any collective bargaining unit member called back to work from off duty will receive a minimum of two (2) hours pay. If you are called back to an immediate response, time work begins at the call with the reflex time not to exceed one (1) hour of compensation.

- 10.03 This opportunity to work overtime shall be offered to all collective bargaining unit members based on rosters, one for officers, one for firefighter/EMTs and one for

firefighter/paramedics, maintained by the County. Part-time personnel will be called first for firefighter vacancies. Once all part-time lists have been exhausted the rank for rank overtime lists shall be used if practicable and economically feasible.

10.04 It is understood that the County and the Bargaining Unit both share a responsibility to ensure that safe adequate daily manning is maintained. Mandatory overtime will be utilized for daily manning or in cases of recall for natural disasters or emergencies. The following conditions will apply:

- A. The County shall maintain a separate mandatory overtime list for each shift. The overtime will be assigned to the off-going shift. The list will start with the least senior collective bargaining unit member. Once a collective bargaining unit member has been selected for mandatory overtime, they will not be selected again until a complete cycle of the mandatory list has been made. The mandatory overtime list will start over with the least senior member January 1st of each year.
- B. The County will have the right to call mandatory overtime after the Fire Chief, or his designee, has called the entire regular overtime list at least once.
- C. Collective bargaining unit members that are attending classes or have a pre-scheduled physicians appointment on the day the mandatory overtime is to be worked, will be exempt from working the overtime with the approval of the Chief. However, their name will remain at the top of the mandatory overtime list for their respective shift.

10.05 The Captain of training shall be considered a nine (9) hour shift employee position concerning the position's terms and conditions of employment.

10.06 Personnel cellular phone calls shall not hinder the daily operations of the Department, and shall have the audible ring turned off.

10.07 The County will maintain washers and dryers at the manned stations for on duty collective bargaining unit members to use in the care and maintenance of work uniforms and fire station laundry.

10.08 Pay Cycle

Bargaining units will be compensated on a fourteen (14) day pay cycle.

ARTICLE 11 MANAGEMENT RIGHTS

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, to take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons.

The management of the BCC and its fire rescue division and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase, to remove the operation or any part thereof to any location, to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, and methods of work to be performed; to assign or reassign employees to shifts, create or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures, to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change BCC policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards to conduct and work of employees; to establish or change operational standards; to determine the services to be provided by the BCC; to discipline or discharge employees for just cause; to lay off employees from duty for lack of work or for other operational reasons; to establish requirements for employment; to promote and demote employees and to have complete authority to exercise those rights and powers incidental thereto.

The BCC's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the BCC from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 12 WAGES

12.01 Firefighter pay range – See Appendix C

12.02 Lieutenant pay range – See Appendix C

12.03 Captains pay range – See Appendix C

12.04 Longevity Pay

Eligible collective bargaining unit members shall be provided longevity pay in accordance with the current policy of the ECBCB.

12.05 Supplemental Pay

A. EMT

Any collective bargaining unit member that holds a certification of EMT Basic in the State of Florida and approved by the Medical Director prior to January 1, 2018, shall receive an additional \$1,500.00 annually, paid at the appropriate hourly rate (\$0.51 hourly based upon 2920 annual work hours) and such firefighter will continue to receive this payment provided he meets the required training and certification standards and continues to use the certification on behalf of the BCC. Subsequently, all firefighters who begin employment on or after January 1, 2018 will be required to be certified as an EMT in the State of Florida and will not be eligible for this EMT pay.

B. Paramedic

Effective the first pay period commencing after the complete ratification and Board approval of this Agreement, up to twenty-four (24) collective bargaining unit members that hold a certification of Paramedic in the State of Florida and approved by the Medical Director shall receive an additional \$6,000.00 annually paid at the appropriate hourly rate (\$2.06/hr based upon 2920 annual work hours) .

ARTICLE 13 PROMOTIONAL PROCEDURES

13.01 Qualifications for Lieutenant

Upon the need for promotion from the rank of Firefighter to the rank of Lieutenant, posting of the job opening shall be for 14 business days, excluding holidays. An additional 60 days, from the close of the position opening and from the time the study materials are delivered to the station, shall be provided for study time before the testing process will begin. The minimum qualifications for the position shall be all of the following:

1. Currently has a minimum of 5 years continuous employment as a full-time firefighter with ECFR.
2. Valid Driver's License.
3. Florida Firefighter Certificate of Compliance.
4. Completion of 16 hour Emergency Vehicle Operations course.

5. American Heart Association Basic Life Support & CPR Certification.
6. Completion of Florida 40 hour Company Officer Leadership course.
7. Completion of Florida 40 hour Firefighting Tactics I course.
8. Completion of Florida 40 hour Building Construction Course.
9. Completion of 1-100; Introduction to the Incident Command System.
10. Completion of 1-200 ICS for Single Resources and Initial Action Incidents.
11. Completion of 1-700 National Incident Management System, as Introduction.
12. Completion of an Anti-Terrorism Course approved by the Florida State Fire College.

A. Testing Procedure for Lieutenant

Upon notification from Human Resources of open positions, the Fire Chief or designee shall call for the Promotional Process to commence. The process shall be a three (3) step testing procedure. At the completion of the testing process collective bargaining unit members shall be provided a letter containing their scores from each step of the process.

The steps are as follows: Step 1: Standardized written test; Step 2: Scenario based evolution, utilizing computer based fire ground tactics simulations; Step 3: Oral Interview. All three Steps will be weighted the same (33.33%) to establish a cumulative score worth 300 points. A collective bargaining unit member who passes the standardized written test is eligible to proceed to Step 2.

Step 1: Written Test – Will be made up of 100 items, multiple choice examination, based on policies and texts specified by the Department. The testing questions will be derived from the ECFR SOG's, HR Policies and Procedures, Rules of Engagement, Pertinent BCC Policies and/or the collective bargaining agreement. The written test will be worth 100 points with each question being worth one point apiece. A passing score is 70 or more points.

Step 2: Scenarios Based Evolution – A promotional board will be established. The board will consist of 5 members. One ECFR Chief Fire Officer, one collective bargaining unit member, 3 members will be Chief Fire Officers from surrounding outside departments. The scenarios used for the evolutions will be as practical and real as possible. Scoring sheets for the scenarios will be derived from ECFR SOG's that correspond with the appropriate scenario. The scenarios-based evolution will be worth 100

points. Depending on how many objectives need to be met for each scenario, point value will be assessed accordingly to total 100.

Step 3: Oral Interview – The same Promotional Board used for the Scenario Based Evolution. Points assessed for all questions must total 100 points.

B. Bonus Points for Lieutenant Promotions

1. 2 points – Acting Lieutenant for 1 or more years; one half point will be given for every year beyond 1 year for being an acting lieutenant.
2. 5 points - for a Bachelors degree.
3. 2 points – for an Associate degree.
4. 1 point – for every year of service with ECFR as a full-time career member over 6 years.
5. 2 points – for Florida State Fire Officer I.

The candidate can qualify for a maximum of 10 bonus points determined as of the close of the application period. Bonus points are added to the cumulative score. Bonus points for education are applicable ONLY for the highest attained degree.

13.02 Qualifications for Captain

Upon the need for promotion from the rank of Lieutenant to the rank of Captain, posting of the job opening shall be for 14 business days excluding holidays. An additional 60 days, from the close of the position opening and from the time the study materials are delivered to the station, shall be provided for study time before the testing process will begin. At the completion of the testing process applicants shall be provided a letter containing their scores from each step of the process. Minimum qualifications for the position shall be:

1. Minimum of 3 years experience in ECFR as a full-time career member as a Lieutenant.
2. Meet and maintain all requirements for the rank of Lieutenant.
3. Florida State Fire Officer 1 Certification.

A. Testing Procedure for Captain

Upon notification from Human Resources of open positions, the Fire Chief or designee shall call for the Promotional Process to commence. The process shall be a three (3) Step testing procedure. The Steps are as follows: Step 1: Standardized written test; Step 2: Scenario based evolution, utilizing computer based fire ground tactics simulations; Step 3:

Oral Interview. All three Steps will be weighted the same (33.33%) to establish a cumulative score worth 300 points. A collective bargaining unit member who passes the standardized written test is eligible to proceed to Step 2.

Step 1. Written Test – Will be made up of 100 items, multiple choice examination, based on policies and texts specified by the Department. The testing questions will be derived from the current text used by the ECFR SOG's, HR Policies and Procedures, Rules of Engagement, Pertinent BCC Policies and/or CBA. The written test will be worth 100 points with each question being worth one point apiece. A passing score is 70 or more points.

Step 2. Scenario Based Evolution – The scenarios used for the evolutions will be as practical and real as possible. Scoring sheets for each scenario will be derived ECFR SOG's that correspond with the appropriate scenario. The scenario-based evolution will be worth 100 points. Depending on how many objectives need to be met for each scenario, point value will be assessed accordingly to total 100.

Step 3. Oral Interview – The same Promotional Board used for the Scenario Based Evolution will be used. Points assessed for all questions must total 100 points.

B. Bonus Points for Captain Promotions

1. 2 points – Acting Battalion Chief and or Acting Captain for 1 or more years; one half points will be given for every year beyond 1.
2. 5 points – for a Bachelors degree.
3. 2 points – for an Associates degree.
4. 1 point – for every year of service with ECFR as a full-time career member over 10 years.
5. 3 points – for Florida State Fire Officer 2.

The candidate can qualify for a maximum of 10 bonus points determined as of the close of the application period.. Bonus points are added to the cumulative score. Bonus points for education are applicable ONLY for the highest attained degree.

13.03 Selection for Promotion to any position

- A. Based on the cumulative scores the candidates shall be ranked from the highest cumulative score to the lowest cumulative score, creating a promotional list. A candidate must score a minimum of 210 points to make the promotional list. The Fire Chief shall interview the top five (5) ranked candidates from the promotional list for each vacancy and make a selection for the promotion from the top five (5) candidates.
- B. In the occurrence of a cumulative score tie the promotional list ranking for those candidates will be based off the combined years of service from the original date of hire for Escambia County Fire Rescue and the amount of years the candidates have been participating in an acting role for the corresponding promotional position. If these combined years of service still result in a cumulative score tie the Fire Chief shall have the final decision on tie breaking.
- C. All promotional lists shall be good for two years or until the list is exhausted, whichever occurs first. Promotional process shall begin not later than six (6) months from the date the list is exhausted.

13.04 Acting Ranks

For a member to serve as an acting lieutenant or captain, the member must meet the qualifications defined at 13.01(1) through (12) for lieutenant and at 13.02 for captain. Additionally, the member's authority to serve in the acting capacity requires the written approval of a battalion chief.

ARTICLE 14 REDUCTION IN FORCE

- 14.01 Concerning the rank and file unit, when it becomes necessary to reduce the work force, the last employee hired will be the first employee laid off. Concerning members of the supervisor unit when it becomes necessary to reduce the work force, the least senior officer will be demoted to the next lowest rank and original date of hire will be used to determine seniority. The rank and file collective bargaining unit members will be the primary group to receive the needed reductions in force. When called back, inverse order shall be used to fill the vacancies in all positions and collective bargaining unit members shall be provided positions before any new employees are hired if the call back occurs within one (1) year from the date of the reduction in force. Notice of recall will be by certified mail and the collective bargaining unit member will have ten (10) working days to respond from date of receipt. The employee is responsible for keeping the County informed of his/her current address.

**ARTICLE 15
RETIREMENT BENEFITS**

- 15.01 The County agrees to continue the Florida Retirement System Plan as defined by the state law and the Escambia County Retirement Incentive Plan as defined in County policy.

**ARTICLE 16
MISCELLANEOUS BENEFITS**

16.01. Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP). Participation in the EAP will be kept confidential to the extent practicable.

16.02. On the Job Injuries

If a Member of the bargaining unit is injured on the job and requires medical attention, the Member will be placed on Administrative Leave for the remainder of the regular work shift.

16.03. Temporary Light Duty

- A. The Bargaining Unit Member must be a regular full-time 24 hour, 10 hour or 9 hour shift Member to be assigned to perform light duty.
- B. The collective bargaining unit member shall provide the Department with verification of the need for light duty from a physician regarding the member's temporary inability to continue normal duties due to a workplace injury.
- C. A collective bargaining Member on light duty may request to stay on his/her 24 hour shift. The decision to grant the request is solely within the discretion of the Chief and not grievable.
- D. Collective bargaining members may request a light duty assignment if pregnant and such an assignment is recommended by her physician.

16.04. Tuition Reimbursement Program and Additional Training

- A. Tuition reimbursement will be extended to the Members of the Bargaining Unit in accordance with current BCC policy.
- B. Additional training will be provided subject to the availability of funds and the approval of the Fire Chief.

16.05. Defense of Civil Actions

The County will provide an attorney to defend an employee in civil actions or reimburse the employee for reasonable attorney's fees, in accordance with Section 111.07, Florida Statutes.

16.06. Uniforms

- A. The County will make good faith effort to provide the necessary safety equipment and protective clothing to allow for efficient operation and safety. The County shall provide, at no cost to the employee:

- NFPA approved fire helmet
- Flash hood
- Bunker pants and coat
- Structural firefighting boots
- Firefighting gloves
- Individual SCBA face mask
- Leather radio strap with radio holder
- Latex gloves or nitrile gloves will be made available
- N-95 respirators will be made available

Any additional items may be provided as determined by the Fire Chief.

- B. There will be no use of personal PPE unless approved by the Fire Chief or designee.
- C. Collective bargaining unit members shall receive one uniform allowance at four hundred dollars (\$400.00), subject to the annual appropriation of the uniform allowance by the Board of County Commissioners per fiscal year. The employee has to use the allowance before the close of the fiscal year of the allowance. The allowance can only be used for uniform items identified as eligible for purchases by the Fire Chief.
- D. Each collective bargaining unit member shall receive at least six ECFR t-shirts per fiscal year. Company t-shirts, patches, logos and hats, as approved by the Fire Chief, will be allowed to be worn on duty at the employee's expense.

16.07. Safety

- A. The County shall make a reasonable effort to provide and maintain safe working conditions. The Union will cooperate and encourage all collective bargaining unit members to work in a safe manner.
- B. Collective bargaining unit members shall report to the immediate attention of their direct supervisor and/or incident commander any perceived safety problem including:

1. When the County is in violation of a health and safety regulation or standard;
2. When hazards are beyond the normal risk found in firefighting;
3. When collective bargaining unit members are not prepared or properly trained; and
4. When appropriate personal protective equipment is not provided to safely fulfill on-scene orders.

No collective bargaining unit members that bring a safety complaint to the incident commander and/or their direct supervisor shall be retaliated against for the report.

- C. Collective bargaining unit members agree to support the County Drug Free Workplace Policy.

ARTICLE 17 INSURANCE

The BCC shall provide group Health, Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD), Life Insurance, Dental Insurance and Vision Insurance to Bargaining Unit members at the group plan rates including current premium percentage of cost differentials. If regular BCC employees are offered the option to utilize annual/sick leave to offset increasing health insurance costs, the same will be offered to the Bargaining Unit Members.

ARTICLE 18 PAYDAYS

18.01 Dates of Pay

All County employees shall be paid every fourteen (14) as directed by the Office of Finance, Clerk of Court.

18.02 Direct Deposit

Collective bargaining unit members will have their paychecks sent directly to their bank or credit union.

ARTICLE 19 HOLIDAYS

19.01 Collective Bargaining Unit members will be granted thirteen (13) holidays which will be posted on or before December 15th of each year.

New Years day – 1 day

Holiday to be set by the County Administrator – 1 day

Martin Luther King, Jr., Day – 1 day

President's Day – 1 day

Good Friday – 1 day

Memorial Day – 1 day

Independence Day – 1 day

Labor Day – 1 day

Veterans' Day – 1 day

Thanksgiving Day – 1 day

Thanksgiving Eve – 1 day

Christmas Eve – 1 day

Christmas Day – 1 day

- A. Collective bargaining unit members working a 24/48 shift shall be provided 24 hours of additional pay at the normal hourly rate for each holiday day regardless if the collective bargaining unit member did or did not work on that holiday day. Collective bargaining unit members working a 9 hour Monday – Friday shift shall be provided 9 hours of additional pay at the normal hourly rate for each holiday day regardless if the collective bargaining unit member did or did not work on that holiday.
- B. The Union shall receive no less than 13 holidays annually. If additional holidays are granted to other County employees, the Union shall receive said holidays as well.

19.02 The County will implement an alternative compensation for holidays through an hourly wage increase commensurate with the thirteen (13) day holiday benefit to be effective October 1, 2013.

ARTICLE 20 OUT OF CLASSIFICATION PAY

All bargaining unit employees assigned to perform the duties of vacant higher classification for more than fourteen (14) consecutive calendar days will be paid in the higher classification for all work performed back to the initial day of the assignment and for all continuous work to this fourteen (14) day qualifying period in the assignment thereafter. Employees assigned to perform the duties of a higher vacant classification will not be temporarily reassigned to the original classification to be subsequently assigned back to perform the duties of the vacant higher classification for the exclusive purpose of avoiding the fourteen (14) consecutive day requirement of this Article. A vacant higher classification is one where the County position is unfilled because the holder of the position is on approved extended leave or pending the filling of an open position. Employees assigned to perform the duties of a higher classification will be selected from the certified promotional list for the classification where the vacancy exists.

ARTICLE 21 OUTSIDE EMPLOYMENT

- 21.01. Collective bargaining unit members may accept employment with another employer as long as there is no conflict of interest with their responsibilities to the County. Before accepting outside employment, the collective bargaining unit member shall provide written notification of the potential employment to the Fire Chief. In all instances, the collective bargaining unit member's primary obligation will be to the County and outside activities shall not interfere with the scheduled activities of the Department.
- 21.02. While participating in non-Departmental activities, there will be no use of Fire Department equipment or time.
- 21.03. In the event that the County denies a collective bargaining unit member the right to engage in a particular employment opportunity with an outside employer, the denial may be grieved through the process defined in Article 5 of this Agreement to determine whether the denial was arbitrary or capricious.

ARTICLE 22 FITNESS AND WELLNESS PROGRAM

- 22.01 The Annual Fitness Assessment establishes a standard for developing maintaining total body wellness and fitness among all ECFR collective bargaining unit members in order to withstand the stresses and strains of the workplace.

This program is largely based on information contained in the Fire Service Joint Labor Management Wellness-Fitness Initiative and NFPA 1583. This program will consist of the following:

- A. Station fitness equipment and/or fitness facility, provided by ECFR.
- B. Access to a department Peer Fitness Trainer (PFT) for wellness/fitness needs that would include but not limited to; program design, nutritional guidance, and equipment orientation.
- C. Collective bargaining unit members shall participate in a minimum of 1 hour per work day of cardiovascular and or strength training, unless the company officer determines that the activity for that day does not allow it.
- D. Mandatory clearance within 3 months prior to the annual fitness assessment (AFA).

The PFT shall provide the Annual Fitness Assessment along with any corresponding feedback while the collective bargaining unit members are on duty. The PFT shall be afforded an assistant to administer the Annual Fitness Assessment, the assistant is not required to be a PFT.

22.02 The Annual fitness assessment will be lead by a certified PFT and will evaluate 5 specific areas.

- A. Aerobic capacity
- B. Muscular strength
- C. Muscular endurance
- D. Flexibility
- E. Body Composition

22.03 After Completion of the FA the PFT will:

- A. Provide feedback to the collective bargaining unit member's stating their current level of fitness and level of improvement since last AFA;
- B. Provide realistic evaluation of the collective bargaining unit member's physical capacity to safely perform assigned jobs;
- C. Prescribe individual fitness programs for any collective bargaining unit members that are in need of improvement;
- D. When needed, reassess the collective bargaining unit member after (4) four months of remedial fitness program and if required a follow up reassessment four months thereafter; and
- E. If needed provide feedback to the department's physician regarding the collective bargaining unit member's physical capacity.

22.04 Incentive Program

The Incentive Program will be based by the score on the AFA score sheet, Any collective bargaining unit member that obtains a score of 100 on the FA score sheet would be rewarded with (9) nine hours of compensatory leave. This incentive program will produce a "return" with improved cost-effectiveness through reduced injury rates and sick leave usage thereby controlling overtime costs associated with filling vacancies.

ARTICLE 23 OUT OF SCOPE JOB DUTIES

It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. However, employees shall not be required to perform unrelated duties which are unreasonable or not within the individuals skills or abilities.

ARTICLE 24 NON-DISCRIMINATION

The County agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or IAFF membership or non-membership for any reason prohibited under Florida Statutes or any Federal Law. Any claim of discrimination or sexual harassment by any employee against the County, their agents, representatives, or their employees except for grievances related to IAFF membership, shall only be subject to methods or review prescribed by law or by rules and regulations having the force and effect of law.

ARTICLE 25 SEVERABILITY

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. The parties will thereafter meet, at the request of either, at reasonable times and places, to negotiate a substitute provision to replace the one nullified.

**ARTICLE 26
ENTIRE AGREEMENT**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at, by the parties after the exercise of such right and opportunity, are set forth in the Agreement.

This Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing and signed by the duly authorized representatives of the parties before it will be effective. To amend by mutual agreement the duly authorized representatives of the IAFF, Local 4131 shall be the President, the Vice President and the Treasurer, collectively.

**ARTICLE 27
DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect upon ratification by both parties, and shall continue on a recurring annual basis each October 1st, until midnight September 30, 2018.

For contract year 2017-2018 the Agreement may be reopened for interim negotiations on Article 12 – Wages and Article 17 – Insurance and three (3) additional articles by each party. Each party shall serve notice of the intent to reopen contract articles no later than October 1, 2017

Any unresolved articles properly opened as subjects of negotiations may be resolved in accordance with the impasse procedures set forth in Section 447, Florida Statutes.

**APPENDIX A
DUES CHECK-OFF AUTHORIZATION**

I, _____ an employee of the
 Print Full Name *Social Security Number*

Escambia County Board of County Commissioners authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the _____.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: (1) revoked by me at any time upon thirty (30) days written notice to the Employer, or (2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the _____.

MY SIGNATURE HEREON IS AUTHORIZATION TO RELEASE MY SOCIAL SECURITY NUMBER WHEN REPORTING DUES DEDUCTIONS.

 Date

 Signature

Distribution of Copies:

ORIGINAL – Payroll

Copy – Human Resources, Labor Coordinator

**APPENDIX B
TERMINATION OF UNION DUES**

M E M O R A N D U M

TO: Human Resources, Labor Relations Coordinator

FROM: _____
Employee Name (Print Clearly) Bureau/Division

DATE: _____

RE: Termination of Union Dues

In accordance with the Collective Bargaining Agreement between Escambia County Board of County Commissioner and _____, this written notice is provided to revoke my prior check-off authorization for deduction of IAFF dues. I understand the termination of Union dues will become effective not later than thirty (30) days from receipt of this notice.

Your assistance is greatly appreciated.

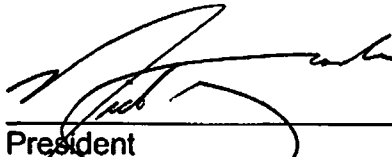
Sincerely,

(Employee Signature)

SSN: ____-____-____

cc: IAFF
Payroll

The intent is to pay the 56 hour firefighter the same base annual pay as a 45 hour firefighter					
45 hour Firefighter					
	Weekly Hours		Annual Hours		
		45		2340	
Hourly Pay	B21	\$ 12.49		\$ 12.49	
Calculated Pay		\$ 562.05		\$ 29,226.60	
Holiday Percent Addition		5.00%			
Calculated Hourly and Annual Pay*		\$ 13.11		\$ 30,687.93	
	Weekly Hours		Annual Hours Worked	Annual Hours Paid	
56 Hour Firefighter		56	2920		2998
Calculated Hourly Rate			\$ 10.01		\$ 9.75
Annual Pay			\$ 29,226.60		\$ 29,226.60
Holiday Percent Addition		10.68%			
Calculated Hourly and Annual Pay*		\$ 10.79			\$ 32,348.00
Lieutenant					
	Weekly Hours		Annual Hours		
		45		2340	
Hourly Pay	B32	\$ 19.40		\$ 19.40	
Calculated Pay		\$ 873.00		\$ 45,396.00	
Holiday Percent Addition		5.00%			
Calculated Hourly and Annual Pay*		\$ 20.37		\$ 47,665.80	
	Weekly Hours		Annual Hours Worked	Annual Hours Paid	
56 Hour Firefighter		56	2920		2998
Calculated Hourly Rate			\$ 15.55		\$ 15.14
Annual Pay			\$ 45,396.00		\$ 45,396.00
Holiday Percent Addition		10.68%			
Calculated Hourly and Annual Pay*		\$ 16.76			\$ 50,244.29
Captain					
	Weekly Hours		Annual Hours Worked	Annual Hours Paid	
		45	2340		2340
Hourly Pay	C41	\$ 20.75			
Annual Pay			\$ 48,555.00		
Calculated Hourly Rate			\$ 20.75		
Holiday Percent Addition		5.00%			
Calculated Hourly and Annual Pay*		\$ 21.79			\$ 50,982.75


 President
 International Association of Firefighters
 Local 4131

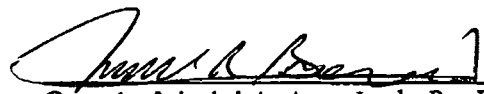
16 Nov 2016
 Date


 Vice President
 International Association of Firefighters
 Local 4131

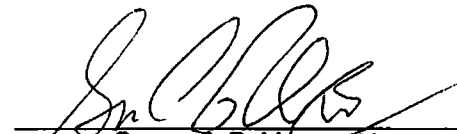
16 Nov 2016
 Date


 Michael Mattimore
 Allen, Norton and Blue

October 28, 2016
 Date


 County Administrator Jack R. Brown
 Escambia County Board of County
 Commissioners

11/22/16
 Date


 Chair Grover C. Robinson, IV
 Escambia County Board of County
 Commissioners

November 17, 2016
 Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
 BY: _____
 DEPUTY CLERK

BCC Approved 11-17-2016