



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 09-21-2021

TO: Crystal Dadura
Human Resources Department

BCC: 09-16-2021

CAR I-20 Collective Bargaining Agreement Between the Escambia County
Board of County Commissioners and the Escambia County
Professional Firefighters, I.A.F.F., Local 4131

Please Initial and Date
Below on Line Provided

Sj

Sam Jernigan, Program Coordinator, County Administration

Attached for your further handling is a Certified copy of the document noted above. The Clerk's Office retained the original for filing with the Board's Minutes.

AS

Thank you.

Department Representative – (Comments as Applicable)

* Admin Copy - Sign & leave here *

Return This Cover Page & Documents (as applicable) to Sam Jernigan



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9/16/2021 CMRI-20

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (BCC)

AND THE

ESCAMBIA COUNTY PROFESSIONAL FIREFIGHTERS, I.A.F.F., LOCAL 4131

Verified By: *K Fisher*

Date: *9/20/2021*

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
 WITNESS MY HAND AND OFFICIAL SEAL
 PAM CHILDERS
 CLERK OF THE CIRCUIT COURT & COMPTROLLER
 ESCAMBIA COUNTY, FLORIDA

BY: *[Signature]* D.C.
 DATE: *9/20/2021*




TABLE OF ARTICLES

ARTICLE 1	PREAMBLE
ARTICLE 2	RECOGNITION
ARTICLE 3	PREVAILING RIGHTS
ARTICLE 4	UNION RIGHTS
ARTICLE 5	GRIEVANCE PROCEDURE
ARTICLE 6	DISCIPLINE
ARTICLE 7	SENIORITY
ARTICLE 8	LEAVES
ARTICLE 9	PERSONNEL RECORDS
ARTICLE 10	HOURS OF WORK AND OVERTIME
ARTICLE 11	MANAGEMENT RIGHTS
ARTICLE 12	WAGES
ARTICLE 13	PROMOTIONAL PROCEDURES
ARTICLE 14	REDUCTION IN FORCE
ARTICLE 15	RETIREMENT BENEFITS
ARTICLE 16	MISCELLANEOUS BENEFITS
ARTICLE 17	INSURANCE
ARTICLE 18	PAYDAYS
ARTICLE 19	HOLIDAYS
ARTICLE 20	OUT OF CLASSIFICATION PAY
ARTICLE 21	OUTSIDE EMPLOYMENT
ARTICLE 22	FITNESS AND WELLNESS PROGRAM
ARTICLE 23	OUT OF SCOPE JOB DUTIES
ARTICLE 24	NON-DISCRIMINATION
ARTICLE 25	SEVERABILITY
ARTICLE 26	ENTIRE AGREEMENT
ARTICLE 27	DURATION
Appendix A	Dues Authorization Form
Appendix B	Termination of Dues Deduction
Appendix C	Guidelines for Disciplinary Action
Appendix D	Wage Rates
Appendix E	Insurance Information

**ARTICLE 1
PREAMBLE**

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

**ARTICLE 2
RECOGNITION**

2.01 It is recognized by the parties of this Agreement that the bargaining unit employees are public employees as defined in Chapter 447, Florida Statutes, and as specified in Art. 1 § 6, Florida Constitution, and shall be subject to the provisions thereof. Any clause, provision, or part of this Agreement, which might be, or hereafter is construed by any court as violating such section, or which in view of the decision of any court of general jurisdiction upon similar clause or part could be construed as violating such section so as to fix either civil or criminal liability upon either of the parties shall be considered void and deleted here from as fully and completely as if same had not been incorporated in the Agreement.

2.02 Subject to the foregoing paragraph, the County recognizes the Union as the exclusive collective bargaining agent with respect to pay, hours, and other terms or conditions of employment for those members included in the collective bargaining unit, certified by the Public Employees Relations Commission, certification #1771 and #1772.

**ARTICLE 3
PREVAILING RIGHTS**

3.01 Accommodation with Existing County Policies

Unless expressly modified by the terms of this contract, existing County policies shall remain in effect. In the event the County proposes changes to any policy, procedure, rule, or regulation that impact a mandatory subject of bargaining, notice of the proposed change (in legislative format) shall be provided to the Union. The County agrees to engage in good faith bargaining with the Union should written demand to bargain be made to the County. If the policy, procedure, rule, or regulation change directly addresses a mandatory subject of bargaining, the County agrees to postpone implementation of the proposed change pending the completion of the bargaining process as outlined in Chapter 447, Florida Statutes. If the policy, procedure, rule, or regulation change deals with a permissive subject of bargaining that impacts mandatory subjects of bargaining or a management right, the County may move forward with implementation of the change provided the County engages in good faith bargaining with the Union over those identified impacts. The parties acknowledge and agree that the terms of this provision will not limit the issuance of department procedures, protocols, or operational directives.

3.02 Governing Law

A. This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action arising out of the terms of this Agreement shall be in Escambia County.

B. The parties agree that each party shall honor and abide by the provisions governing Public Employee Labor Organizations as set forth in Chapter 447, Florida Statutes.

ARTICLE 4 UNION RIGHTS

4.01 Use of Facilities

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

4.02 Union Bulletin Boards

The Union will be allowed to erect and maintain 3'x3' bulletin board at each fire station where bargaining unit members are employed. Bulletin boards shall 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 remove any material not signed by a Union official or that violates County policy or procedures as determined by the County Administrator, Department Director, or the Fire Chief. The County agrees to notify the Union in writing if any material is 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 County of any changes.

4.04 Union Leave Pool

This section shall apply to Union officials who are members of the collective bargaining unit and presently employed by the County. A leave pool will be created for use by the Union for conducting Union business on behalf of the bargaining unit. See Allen v. Miami Dade College Bd. Of Trustees, 43 FPER ¶6 (2016). Upon the ratification of this Agreement, the County shall grant a total of 360 hours to the union leave pool (120 hours per year) to be used during the three-year term of the labor agreement. Hours not exhausted during the current fiscal year will be carried forward to the next fiscal year. Bargaining Unit members may also contribute accrued Annual Leave time voluntarily to the union leave pool.

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 County will consider requests by Union officers to engage in Union business and may approve requests at the discretion of the Department Director. Time off granted for such purposes shall be without pay unless authorized as Union Leave time. Such time off shall not be unreasonably withheld, however, such time away from work will be used only with the advance approval of the appropriate supervisor for each occasion. To ensure accurate timekeeping, the employee shall check-out with his/her supervisor upon departure, and check-in with the same supervisor upon return to duty.

4.05 Dues Deduction

A. The County agrees to process the payroll deduction of dues for IAFF bargaining unit members in accordance with Section 447.303, Florida Statutes. Those employees shall individually make such request on the written check-off authorization form attached as Appendix A. The amount shall be established by the Union and requested in writing to the County. Such deductions will be made by the County 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 County. It is understood by

the County and the Union that matters of payroll deductions are controlled by the Escambia County Clerk of Court's Office. The Union will be treated in the same manner as any other organization authorized for payroll deduction.

B. Dues will be provided to the Union Treasurer as soon as possible, allowing for processing time by the Payroll Division, Clerk of Court.

C. The Union shall advise the County of any increase in dues, in writing, at least thirty (30) days prior to the 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 Union to collect its dues for that pay period directly from the employee.

4.07 Termination of Deduction

Deductions for Union dues shall continue until either: 1) revoked by the employee by providing the County with thirty (30) days written notice that he/she wishes to terminate check-off authorization; 2) revoked pursuant to Section 447.507, Florida Statutes, Violation of Strike Prohibition; or 3) the termination of employment. If these deductions are continued when any of the above occur, the Union 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 attached as Appendix B and submit it to the Human Resources Department and the Union.

4.08 Indemnification

The Union shall indemnify, defend, and hold the County, its officers, directors, 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 County, its officers, directors, agents, and employees in complying with this article. The Union shall promptly refund to the County any funds received in accordance with this article that exceed the amount of dues which the County or its agencies have agreed to deduct.

4.09 Orientation

The Union will be permitted up to one (1) hour to address newly hired employees during the department specific portion of the new employee orientation.

4.10 Union Representation

When an employee is questioned related to any work-related issue and the employee being questioned has a reasonable belief that disciplinary action may result from the answers they provide to the questions they are being asked, the employee will be permitted (upon request) to have a Union representative present with them during the questioning provided that the availability of the Union representative does not delay the scheduling of the interview for more than 72 hours.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 Grievance Defined

Grievance shall mean an alleged violation of an expressed term of this agreement. Matters 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. 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 Union or other designated representative.

B. When the employee has elected the Union as his/her representative, the Union shall be notified of any scheduled grievance meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the Union. Any decision mutually agreed to by the County and the Union shall be binding on the employee. The Union shall be given reasonable opportunity to be present and observe any meeting called for the resolution of such grievance.

C. If the employee is not represented by the Union, the employee's designated representative will be the sole agent of the employee. An employee processing an appeal will be bound by the procedures established by the terms of this Article.

5.03 Procedure

A. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

B. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the County to take the action complained of, subject, however, to adjustment (e.g., backpay) based on the final disposition of the grievance.

C. The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the County in other cases.

D. 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 regular working hours shall not be deemed time worked.

E. Grievances shall be presented and adjusted in the following manner:

(1) Oral Discussion

(a) Prior to the filing of a grievance, the employee shall, within five (5) days of the occurrence giving rise to the grievance, meet for oral discussion with his/her supervisor to resolve the grievance.

(b) If the issue is not resolved by such informal discussion, the employee may, within ten (10) 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) When filing a grievance, the Union representative shall submit to the Fire Chief or designee 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. The grievance form will also specify whether the member will be represented by the Union during the grievance process.
- (b) The Fire Chief or designee shall communicate a decision in writing to the employee and his/her representative, if any, within fifteen (15) days following receipt of the written grievance form.
- (c) If there is no response from the County within fifteen (15) days the grievance may be appealed to Step 2 of the procedure within ten (10) days of the expiration of the fifteen (15) day time limit.

(3) Step 2

- (a) If the grievance is not resolved at Step 1, the Union representative may submit the grievance in writing to the County Administrator within ten (10) days after receipt of the decision at Step 1. The County Administrator or designee may have a meeting with the employee and his/her representative to discuss the grievance.
- (b) The County Administrator, or designee, shall communicate a decision in writing to the employee or his/her designated representative, if any, within fifteen (15) days following receipt of the written grievance.
- (c) If there is no response from the County within fifteen (15) days, the grievance may be appealed to Step 3 of the procedure within twenty-five (25) days of the expiration of the fifteen (15) day time limit.
- (d) If the grievance is appealed to Step 3, the employee must elect whether to pursue the appeal through the arbitration process as described below or utilize the Merit System Protection Board (MSPB) as the final step. The employee's election shall be binding, and no alternative avenue for appeal will be available. For dues paying members of the Union, the Union shall retain the sole right to forward a grievance to arbitration.

(4) Step 3- Arbitration

- (a) If the grievance is not resolved, the Union representative may, within twenty-five (25) days after receipt of the decision at Step 2, invoke the arbitration process by providing written notice to the County and submitting a Request for Arbitration Panel on a form supplied by the Federal Mediation and Conciliation Service (FMCS). Employees covered under the provisions of this Agreement who are not represented by the Union shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement; provided, however, such employee proceeding without Union representation shall be required to post a bond in escrow with the County in an amount calculated to cover the cost of arbitration and in no event less than the amount of \$5,000. The bond shall be placed in escrow within a period of thirty (30) days of the employee's request for

arbitration and prior to the selection of an arbitrator. Failure to timely post a bond will be considered a waiver of the arbitration process under Step 3, and the resolution of the grievance at the previous step will be final and deemed accepted by the grievant.

- (b) The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) Roster of Arbitrators for the selection of an arbitrator. 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 who submitted the Request for Arbitration Panel will permit the other party to strike first. The parties shall select an arbitrator within ten (10) days after receiving a list from FMCS.
- (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. The hearing will be held within three (3) months of the date of selecting the arbitrator unless the parties mutually agree to an extension. Once the hearing date is scheduled, a continuance may only be granted by the arbitrator for good cause.
- (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the County, the Union, 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 limitation shall apply:
 - (1) The arbitrator shall issue his decision not 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 his/her 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 in any way with the powers, duties, and responsibilities of the County 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 express provisions of the Agreement.
- (6) The arbitrator has the authority in the award to make the grievant whole, which may include wages, benefits, seniority, and other conditions of employment; however, the following limitations shall apply to monetary awards:
- (a) No award for back pay shall exceed the amount of any pay the employee would otherwise have earned at his/her regular rate of pay, and no such back pay shall be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than the time limits permitted for initiation of the grievance;
 - (b) The award shall not exceed the actual loss to the grievant and will not include punitive damages and will be reduced by the amount of unemployment compensation received by the employee during the period of time affected by the award.
- (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. If a grievance is resolved through settlement prior to arbitration and the selected arbitrator charges a cancellation fee, the fee shall be shared equally by the parties. If a grievance is withdrawn after an arbitrator has been selected, the party withdrawing the grievance will be responsible for the arbitrator's fee, if any.
- (8) All arbitration hearings will be recorded. If the parties agree to hire the services of a court reporter, the parties will equally share the court reporter's fee to attend the hearing and the cost to produce the arbitrator's transcript. The parties may obtain copies of the hearing transcript at their own cost.
- (9) Arbitration decisions shall be final and binding on the parties if rendered in compliance with this Agreement, subject to either party's right to seek to have the award set aside pursuant to the provisions of the Revised Florida Arbitration Code, Chapter 682, Florida Statutes.

- 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 over the same claimed violation or occurrence. 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, and the decision shall be final and binding on the parties.
- B. Failure at any step of this procedure on the part of the County to communicate the decision on the grievance within the specified time limits shall permit the Union 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 and signed 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 preliminary 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 issue(s) in accordance with the provisions of this Agreement.

5.06 The parties entered into this Agreement to ensure a mutually beneficial working relationship 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 a result of a rule of the County, Department or Division is violated, when work performance is not satisfactory, or when 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 County 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 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 severity, are as follows:

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 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. A suspension without pay will be documented on the "Notice of Disciplinary Action" form, reviewed by the Human Resources Manager, and 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, an employee may be immediately suspended with pay pending investigation.

(b) If circumstances warrant quick action, the Department Director, Fire Chief or supervisor onsite may immediately suspend an employee if it is prudent to do so. The Human Resources Manager must be notified as soon as possible, and not later than the employee's next day of duty.

(c) The Human Resources Manager may approve up to forty (40) hours 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. Termination will be documented on the form "Notice of Disciplinary Action," reviewed by the Human Resources Manager, and approved by the County Administrator or designee.

6.03 In General

A. For purposes of progressive discipline, the County 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 part of the official file for the minimum statutory requirement established by the Records Retention Schedule of the State of Florida.

C. Absent grounds for immediate action, when suspension, demotion, or termination is pending, the employee will be provided with notice prior to imposition of such action by the issuance 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 when 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 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 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 County. 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 County 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 County from imposing disciplinary action as well.

J. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable "Violation Reference" code found in the table attached as Appendix C. 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. 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.

K. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, may result in termination on the first offense. Items are "unauthorized" if in

violation of state or federal law or on County property without written permission of the Department Director 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 the first offense.

L. Infractions that are considered Ethics Violations may be further explained or defined by the Escambia County Code of 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.

M. The County shall avoid any disciplinary action in public or the presence of co-workers.

N. If an employee is subject to questioning in connection with a formal investigation for the purpose of gathering evidence of misconduct, the interrogation shall be conducted in accordance with the requirements of §112.82, Florida Statutes.

6.04 Procedures and Appeals

A. Employees who have completed the probationary period and achieved regular full-time status may initiate review of disciplinary action involving suspension without pay or termination in accordance with the grievance procedure provided in Article 5.

B. Employees who are disciplined or discharged for acts occurring before completing the probationary period will not be entitled to invoke the grievance procedure provided in Article 5.

ARTICLE 7 SENIORITY

For the purpose of this Agreement, "seniority" shall, unless otherwise stated, be determined by the length of continuous service from the most recent date of hire in the fire division of the County.

ARTICLE 8 LEAVES

8.01 All bargaining unit members shall receive leave benefits as outlined in the *Human Resources Policies and Procedures Manual (HRPP)* as in effect on the date of the ratification of this Agreement except where it conflicts with an express term of this contract.

8.02 Annual Leave

1. Accrual of Annual Leave

All bargaining unit 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 construed 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 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 (Current Bi-Weekly Rate):

Beginning date through end of year 5	11.2 hours per month
Beginning 6 th year through end of 10 th year	14 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 bargaining unit member shall not accrue annual leave during a leave of absence without pay, suspension without pay, or when the bargaining unit member is otherwise in non-pay status. A total of six hundred (600) hours of annual leave is the maximum that can be carried over from one year to the next based on the bargaining unit employee's date of hire. When extreme operational matters and/or emergencies occur and the bargaining unit member requested leave and the leave was 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/her designee). Bargaining unit members who are granted this extension shall have ninety (90) days from the date of approval from the Fire Chief (or his/her designee) to take the leave or it will be forfeited.

3. Annual Leave Records

Annual leave accumulation and usage records for all 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 appropriate supervisor on each payroll. No annual leave shall be granted except on the basis of such leave records.

4. Approval of Annual Leave Requests

Leave must be scheduled and approved by the appropriate supervisor in advance of time to be taken in accordance with the current Standard Operating Guideline.

5. Computation of Annual Leave Charges

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

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

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

7. Disciplinary Actions

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. Firefighters may submit their requests for redemption of leave between January 1 and August 31 of each year. The County shall determine by December 31 of each calendar year whether sufficient funds are available to permit the redemption of accrued annual.

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 accrue at a rate of 11.2 hours a month for collective bargaining unit members on 24-hour shifts. Sick leave shall accrue 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 fifty percent (50%) of the accumulated sick leave accruing prior to the effective date of retirement up to a maximum payment of 1,040 hours (50% of 2,080 hours).

3. Layoffs

When a bargaining unit member's service is separated due to a layoff, he/she shall be entitled to a lump sum payment for up to fifty percent (50%) of the accumulated sick leave accruing prior to his/her date of separation up to a maximum payment of 1,040 hours (50% of 2,080 hours) after a fifteen-calendar day period has elapsed pending reinstatement.

4. 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 bargaining unit member's annual evaluation and may be subject to disciplinary action as provided in Article 6 of this Agreement. Unscheduled sick leave is any sick leave requested less than 12 hours prior to the start of the bargaining unit member's 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

The maximum accumulation for compensatory leave for bargaining unit members shall be 480 hours. All compensatory leave accrued as of the first payday in September will be paid on the last payday in September of the fiscal 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. The 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 bargaining unit member.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 Overtime and On-Call Time

The calculation and payment of overtime and any on-call or waiting time shall be in accordance with the Fair Labor Standards Act (FLSA) as applicable to fire protection personnel of local governments. The "work period" will be fourteen (14) consecutive days in length.

All non-exempt bargaining unit members assigned to 24-hour shifts will be paid overtime at a rate of one and one half (1 ½) times the regular rate of pay for hours worked over 106 hours during a fourteen (14) day work period. Up to 72-hours of leave time per year will count as hours worked for the purpose of calculating overtime.

All non-exempt bargaining unit members assigned to 9-hour shifts will be paid overtime at a rate of one and one half (1 ½) times the regular rate of pay for hours worked over 45 hours each week during a fourteen (14) day work period.

10.02 Call Back Time

If a collective bargaining unit member is called back to work more than one (1) hour before or after a regularly assigned shift, he/she will receive a minimum of two (2) hours pay as call-back time. If a collective bargaining unit member is called back to work within one (1) hour before or after a regularly assigned shift, he/she will be compensated for a minimum of one (1) hour as call back time.

Participation in mandatory health/wellness screenings and required certification or recertification shall be paid as follows: a) annual medical physicals will be compensated with two (2) hours pay for the first day and one (1) hour pay for the second day; and b) annual fitness assessments will be compensated with two (2) hours pay if conducted while off-duty. If the time period exceeds the stated time allotments, accrual of standard hourly increments will apply.

10.03 Overtime shall be offered to all collective bargaining unit members based on rosters, one for officers, one for firefighters/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 Union 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 will 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 on 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 who are attending classes or have a pre-scheduled physician's appointment that conflicts with mandatory overtime, may be excused from working overtime with the prior approval of the Fire Chief. If excused, the bargaining unit member's name will remain at the top of the mandatory overtime list for his/her respective shift.

10.05 The Captain of Training shall be considered a nine (9) hour shift employee classification as it relates to the terms and conditions of employment provided in this Agreement.

10.06 Bargaining unit members who are deployed during a disaster declaration will be paid portal to portal.

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 service 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 County 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, services, 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 County policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards; to determine the services to be provided by the County; 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 County'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 County 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 D.
- 12.02 Lieutenant pay range—See Appendix D.
- 12.03 Captain pay range—See Appendix D.
- 12.04 Battalion Chief pay range—See Appendix D.

12.05 Longevity Pay

Collective bargaining unit members who currently receive longevity pay will continue to receive longevity pay.

12.06 Supplemental Pay

A. EMT

Any bargaining unit member who holds a certification of EMT Basic in the State of Florida that is approved by the Medical Director shall receive an additional \$1,500 annually, paid at the appropriate hourly rate (\$0.51 hourly based upon 2920 annual work hours), and such firefighter will continue to receive payment provided he meets the required training and certification standards and continues to use the certification on behalf of the County. All firefighters who are currently employed with ECFR will be required to obtain certification of EMT Basic in the State of Florida within the term of this Agreement or as practicable. All firefighters who are hired on or after the effective date of this Agreement will be required to obtain certification of EMT Basic in the State of Florida within two (2) years of the date of hire.

B. Paramedic

At the Fire Chief's discretion, for the first year following the effective date of this Agreement, up to twenty-four (24) bargaining unit members who hold or obtain a certification of Paramedic in the State of Florida that is approved by the Medical Director shall receive an additional \$6,000 as supplemental pay annually, paid at the appropriate hourly rate (\$2.06 per hour based upon 2920 annual work hours). For the second year of the three-year contract term, up to thirty (30) bargaining unit members who hold or obtain a certification of Paramedic in the State of Florida that is approved by the Medical shall receive an additional \$6,000 as supplemental pay annually, paid at the appropriate hourly rate (\$2.06 per hour based upon 2920 annual work hours). For the third year of the three-year contract term, up to thirty-six (36) bargaining unit members who obtain a certification of Paramedic in the State of Florida that is approved by the Medical Director shall receive an additional \$6,000 as supplemental pay annually, paid at the appropriate hourly rate (\$2.06 per hour based upon 2920 annual work hours).

12.07 Education Incentive Pay

Bargaining unit members will receive the following additional monthly compensation for the possession of a degree in a related field pursuant to §633.422, Florida Statutes:

- a) Associate Degree- \$60 per month paid at the appropriate hourly rate;
- b) Bachelor's Degree- \$110 per month paid at the appropriate hourly rate.

12.08 Special Assignment Pay

A. Bargaining unit members will receive a monthly allowance for special assignments as follows:

- 1) Qualified employees assigned by the Fire Chief to the Light Technical Rescue Team (LTRT) with operations level or greater certification for rope rescue, trench rescue, confined space rescue, structural collapse rescue, and vehicle machinery rescue-

- 2) \$100 per month paid at the appropriate hourly rate;
Qualified employees assigned by the Fire Chief to the Hazardous Materials Team (HMT) with certification as Florida Hazardous Materials Technician-
 - 3) \$100 per month paid at the appropriate hourly rate;
Qualified employees assigned by the Fire Chief to the Water Rescue Team with Surface Water Rescue, Swift Water Rescue, USLA Personal Watercraft Rescue Crewperson Class, or USLA Lifeguard Class certification-
- \$100 per month paid at the appropriate hourly rate.
- B. Special Assignments for appropriately certified bargaining unit members will be at the discretion of the Fire Chief.
 - C. The maximum monthly special assignment pay will not exceed \$200 per month.
 - D. Bargaining unit members earning special assignment pay must participate in required training as specified by the applicable authorities and will be expected to respond, when available, for emergency call-back.

ARTICLE 13 PROMOTIONAL PROCEDURES

13.01 Qualifications for Lieutenant

- A. The minimum qualifications for the position of Lieutenant shall include the following:
 - 1. A minimum of 5 years continuous employment as a full-time firefighter with Escambia County Fire Rescue (ECFR);
 - 2. Completion of the required training for a driver/operator as defined by the ECFR Training Division and performance of the duties of an active driver/operator for a minimum of two (2) years;
 - 3. A valid Driver's License;
 - 4. Florida Firefighter Certificate of Compliance;
 - 5. Completion of 16-hour Emergency Vehicle Operations course;
 - 6. American Heart Association Basic Life Support & CPR Certification;
 - 7. Completion of I-100: Introduction to the Incident Command System (ICS);
 - 8. Completion of I-200: ICS for Single Resources and Initial Action Incidents;
 - 9. Completion of I-300 Intermediate ICS for Expanding Incidents;
 - 10. Completion of I-700: National Incident Management System, an Introduction;
 - 11. Completion of I-800 National Response Framework;
 - 12. Florida State Fire Officer I Certification or equivalent;
 - 13. Completion of 8-hour Anti-Terrorism Course approved by the Florida State Fire College.
- B. Bonus Points for Lieutenant Promotions
 - 1. 2 points – for firefighters serving as an Acting Lieutenant for at least 1 year and one half (1/2) point for each additional year serving as an acting lieutenant.
 - 2. 5 points- for a Bachelor's 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 II or equivalent.

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

A. The minimum qualifications for the position of Captain shall include the following:

1. Minimum of 3 years experience in ECFR as a full-time Lieutenant;
2. Meet and maintain all requirements for the rank of Lieutenant;
3. Florida State Fire Officer II Certification or equivalent;
4. Completion of an additional 8-hour Anti-Terrorism Course approved by the Florida State Fire College (total 16 hours).

B. Bonus Points for Captain Promotions

1. 2 points – for Lieutenants serving as an Acting Battalion Chief or Acting Captain for at least 1 and one half (1/2) point each additional year.
2. 5 points - for a Bachelor's 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 10 years.
5. 2 points – for Florida State Fire Officer III.

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 Qualifications for Line Battalion Chief

A. The minimum qualifications for the position of Line Battalion Chief shall include the following:

1. Minimum of 5 years experience in ECFR as a full-time Lieutenant or 2 years as a Captain;
2. Bachelor's degree in Business Management, Fire Science, Emergency Medicine, or other related field and a minimum of eight years of work experience as a firefighter, three of which were in a supervisory/leadership capacity, or an equivalent combination of education and experience sufficient to successfully perform the job duties;
3. Meet and maintain all requirements for the rank of Captain and Lieutenant;
4. Florida State Fire Officer III Certification or equivalent;
5. Florida Certification as Emergency Medical Technician or Paramedic;
6. Completion of 40-hour Hazardous Materials Operations Certification;
7. Completion of I-400 ICS for Command and General Staff and Complex Incidents.

B. Bonus Points for Line Battalion Chief Promotions

1. 2 points – for Lieutenants or Captains serving as an Acting Battalion Chief for at least 1 year and one half (1/2) point for each additional year.
2. 5 points - for a Bachelor's 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 14 years.
5. 2 points – for Florida State Fire Officer IV.

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.

13.04 Promotional Testing Procedure for all positions

A. Posting of the job opening shall be for fourteen (14) business days excluding holidays. An additional sixty (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.

B. The Fire Chief or designee shall call for the Promotional Testing Procedure to commence. The process shall include the following: Step 1- Standardized written test; Step 2- Scenario based evolution utilizing computer-based fire ground tactics simulations; and Step 3- Oral Interview. All three Steps will be weighted the same (33.33%) to establish a cumulative score worth 300 points.

Step 1: Written Test—The test will consist of 100 multiple choice questions based upon 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 worth one point a piece. A passing score is 70 or more points. A collective bargaining unit member who passes the standardized written test is eligible to proceed to Step 2.

Step 2: Scenarios Based Evolution – A promotional board will be established. The board will consist of five (5) members. One ECFR Chief Fire Officer, one collective bargaining unit member, 3 members will be Chief Fire Officers from regional fire 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 Oral Interview will be conducted by a promotional board consisting of five (5) members. Points assessed for all questions must total 100 points.

13.05 Selection for Promotion

A. Based upon 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 case of a cumulative score tie, the promotional list ranking for those candidates will be determined by the combined years of service from the original date of hire for Escambia County Fire Rescue and the number of years the candidates have served 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 make the final decision on tie breaking.

C. All promotional lists shall be valid for two years or until the list is exhausted, whichever occurs first. Promotional process shall begin no later than six (6) months from the date the list is exhausted.

13.06 Acting Ranks

For a member to serve as an acting lieutenant, captain, or line battalion chief, the member must meet the minimum qualifications for the position as defined above.

ARTICLE 14 REDUCTION IN FORCE

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 supervisory unit, when it becomes necessary to reduce the work force, the least senior officer will be demoted to the next lowest rank and the 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 the date of receipt. The employee is responsible for keeping the County informed of his/her current address.

ARTICLE 15 RETIREMENT BENEFITS

The County will offer all eligible full-time bargaining unit members the Florida Retirement System as defined in Chapter 121, Florida Statutes, and the Escambia County Retirement Incentive Program as currently provided to all other eligible employees of Escambia County.

ARTICLE 16 MISCELLANEOUS BENEFITS

16.01 Employee Assistance Program

The County shall provide an Employee Assistance Program (EAP) as offered to all other employees of Escambia County. Records relating to an employee's participation in an EAP shall remain confidential and exempt in accordance with §125.585, Florida Statutes, and as further required by state and federal law.

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 or 9-hour shift member to be assigned to perform light duty.
- B. The 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. The bargaining unit 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 Fire Chief and is not grievable.
- D. The bargaining unit members may request light duty assignment if pregnant or unable to perform regular work duties due to an injury by accident that does not arise out of the course of employment and such an assignment is recommended by a physician. The

decision to grant the request is solely within the discretion of the Fire Chief and is not grievable.

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 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 shall provide employees with the necessary safety equipment and protective clothing to allow for efficient operation and safety in compliance with National Fire Protection Association (NFPA) standards. Subject to the annual appropriation of funds by the Board of County Commissioners, employees will be provided with one additional set of personal protective equipment (PPE) to include a flash hood, bunker coat and pants, firefighting gloves, and, if available, structural firefighting boots.

B. There will be no use of the employee's own personal protective equipment (PPE) unless approved by the Fire Chief or designee.

C. Bargaining unit members shall receive one uniform allowance of 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 must use the allowance before the close of the current fiscal year and any remainder will not carry over to the next fiscal year. All remaining monies from each year not spent may be given over to the ECFR Honor Guard for their needed uniform expenses. The allowance may only be used for authorized uniform items as determined by the Fire Chief.

D. Each bargaining unit member shall receive at least six ECFR t-shirts per fiscal year. Bargaining unit Battalion Chiefs shall receive the same allocation of t-shirts but will be white in color and include a Battalion Chief designation under the ECFR patch on the front of the shirt. Additional t-shirts and patches, logos and hats may be purchased at the employee's expense and may be worn while on duty subject to the approval of the Fire Chief.

16.07 Safety

A. The County will 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. 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 bargaining unit members that bring a safety complaint to the incident commander and/or their direct supervisor will be retaliated against for the report.

C. Bargaining unit members agree to comply with the County Drug Free Workplace Policy in effect on the date of ratification of this agreement.

ARTICLE 17 INSURANCE

The County 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 same levels of coverage and group plan rates as provided to other regular BCC employees.

The County shall provide benefits to a bargaining unit member upon receiving a diagnosis of cancer as provided in Section 112.1816, Florida Statutes. Information regarding such benefits is attached hereto as Appendix E.

ARTICLE 18 PAYDAYS

18.01 Dates of Pay

All County employees shall be paid every fourteen (14) days as directed by the Office of Finance, Clerk of the 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 the same holidays provided to all other County employees as determined annually by the Board of County Commissioners and shall receive holiday pay in accordance with the applicable BCC policy and as further specified below.

19.02 Collective bargaining unit members assigned to a 24-hour shift shall be provided 12 hours of "holiday" pay at the regular hourly rate for each holiday in addition to hours actually worked. Collective bargaining unit members assigned to a 9-hour Monday-Friday shift shall be provided 9 hours of "holiday" pay at the regular hourly rate for each holiday in addition to hours actually worked. Holiday pay shall not count as hours worked for the purpose of calculating overtime. Holiday pay may be banked in accordance with current BCC policy.

19.03 The BCC 2021 Holiday Calendar included a total of fourteen (14) holidays. To account for the additional holiday during the 2021 calendar year, following ratification of this Agreement, collective bargaining unit members assigned to 24-hour shifts will be granted 24-hours that may be banked in accordance with current BCC policy and collective bargaining unit members assigned to 9-hour shifts will be granted 9-hours that may be banked in accordance with current BCC policy.

**ARTICLE 20
OUT OF CLASSIFICATION PAY**

All bargaining unit employees assigned to perform the duties of a vacant higher classification for more than one fourteen (14) day pay period or five (5) consecutive shifts will be paid in the higher classification for all work performed back to the initial day of the assignment and for all continuous work performed thereafter while performing the duties of the vacant higher classification even if assigned to replace a different employee's shift. Employees assigned to perform the duties of a vacant higher 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 sole purpose of avoiding the 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. The assignment to work out of classification must be approved by the Fire Chief or designee.

**ARTICLE 21
OUTSIDE EMPLOYMENT**

21.01 Collective bargaining unit members may accept employment with another employer subject to the restrictions provided in the Escambia County Code of Ethics Policy. Bargaining unit members who wish to engage in outside employment must file a certification form with the Department of Human Resources in accordance with the Escambia County Code of Ethics Policy. The certification form will be subject to the approval of the County Ethics Officer and the County Administrator. 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 County/ECFR 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 Step 2 of the process defined in Article 5 of this Agreement to determine whether the denial was arbitrary and capricious.

**ARTICLE 22
FITNESS AND WELLNESS PROGRAM**

22.01 The Fitness and Wellness Program establishes a standard for developing and 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 including, but not limited to, program design, nutritional guidance, and equipment orientation.

- C. Bargaining unit members shall participate in a minimum of 1 hour per workday of cardiovascular or strength training, unless the Fire Chief or designee determines that the activity for that day does not allow it.
- D. Mandatory clearance within 3 months prior to the annual fitness assessment (AFA).

22.02 The AFA will be conducted by a certified PFT and will evaluate the following five (5) specific components.

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

22.03 After the employee completes his/her AFA, the PFT will:

- A. Provide feedback regarding the bargaining unit member's current level of fitness and level of improvement since last AFA;
- B. Provide an evaluation of the collective bargaining unit member's physical capacity to safely perform assigned work related duties;
- 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 four (4) months of remedial fitness program and if required a follow-up reassessment four (4) months thereafter;
- E. If needed, provide feedback to the Fire Chief regarding the bargaining unit member's fitness assessment.

22.04 Incentive Program

The Incentive Program will be based upon the score on the AFA score sheet. Any collective bargaining unit member who obtains a score of 100 on the AFA shall receive nine (9) hours of administrative 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 individual's skills or abilities.

ARTICLE 24 NON-DISCRIMINATION

24.01 Non-Discrimination

The County agrees not to discriminate against any employee because of race, color, religion, age, handicap, national origin, sex, marital status, or Union membership or non-membership for any reason prohibited under Florida Statutes or any federal law. This provision is not subject to the Agreement's grievance or arbitration procedure.

24.02 Unlawful Harassment

Any claim of unlawful harassment by an employee will be governed by the procedures provided in the County's Unlawful Harassment Policy and such other methods of review as 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 unenforceable 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 a 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 that 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 exercise of such right and opportunity are set forth in this 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 is effective. To amend by mutual agreement the duly authorized representatives of the IAFF, Local 4131 shall be the President, 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 for a term of three (3) years expiring on September 30, 2024.

For contract year 2022-2023 and 2023-2024, 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, 2022 and October 1, 2023 respectively.

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, _____
Print Full Name *Social Security Number*

an employee of the 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**

MEMORANDUM

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 Commissioners 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

APPENDIX C

Recommended Guidelines For Disciplinary Actions

LEGEND:

L = Letter of Counseling; W = Written Reprimand; S = Suspension (1-30 days); 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, 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, 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) or 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 related 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
ND-17	Working under the influence of alcohol or illicit drugs. (Subject to Florida Statute 112.0455)	Neglect of Duty	S, 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

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 regulation, whether explicit or condoned through inaction.	Ethics Violation	L, W, S, T
EV-10	Engaging in any employment activity, activity or enterprise which is illegal, incompatible, or in technical conflict with the employee's duties and responsibilities as a County employee.	Ethics Violation	S, T
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
EV-14	Violation of 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 of Government of the United States by force or violence.	Ethics Violation	T
EV-17	Gross misconduct which reflect very unfavorably upon the image and ethics of the County as an employer, whether on or off duty.	Ethics Violation	W, S, T

**APPENDIX D
WAGE RATES**

Wages:

The base rate for each bargaining unit classification will be as follows:

Classification	Proposed Pay Grade	Proposed Base Rate	Estimated Annual
Fire Fighter – 24	A4	12.99	41,698
Fire Fighter – 9	A4	16.80	41,278
Fire Lieutenant – 24	B1	17.41	55,886
Fire Lieutenant – 9	B1	22.52	55,332
Fire Captain – 24	B4	19.75	63,397
Fire Captain – 9	B4	25.55	62,776
Battallon Chief – 24	B8	24.49	75,527
Battallon Chief – 9	B8	30.45	74,816

Upon the ratification of the contract, the pay rate for all current incumbents in each bargaining unit classification will be placed at the step closest to their current rate in the specified pay grade on the BCC Pay Scale without incurring a decrease in pay rate. In addition, a 2% COLA will be applied to each employee's rate.

Employees covered by this Agreement will be eligible to receive any across-the-board or cost-of-living adjustment (COLA) wage rate increase that may be approved by the BCC and provided to all other County employees.

After being placed on the BCC Pay Scale in the respective Pay Grade, Fire Fighters will receive an increase as follows:

Classification	Pay Grade	Pay Step
Fire Fighter - less than 1 year	A4	B
Fire Fighter - 1-3 years	A4	+2% increase
Fire Fighter - 4-6 years	A4	+4% increase
Fire Fighter - 7+ years	A4	+6% increase

The County agrees to a wage reopener one year from the date the contract is ratified and each year thereafter through the duration of the contract.

**APPENDIX E
FIRE FIGHTER CANCER POLICY ADMINISTRATION**

Florida Statute Requirements	Escambia County Policy
Must be a full-time firefighter for at least 5 continuous years	Must be a full-time firefighter for at least 5 continuous years
Covers 21 types of cancer* for those who have not used tobacco products for at least the preceding 5 years	<u>The County covers firefighters that use tobacco products</u>
One-time cash payout of \$25,000, upon the firefighter's initial diagnosis of cancer	The County maintains a policy to comply with this part of the legislation
Cancer treatment must be covered within an employee-sponsored health plan or through a group health insurance trust fund	The County has set aside a fund to support any medical costs due to cancer covered under the Statute. The County has a contract with a TPA to monitor and pay the medical costs as they are received
Cancer recurrence benefit is optional (i.e. after initial treatment and remission, Statute does not require coverage if cancer returns)	<u>The County chose the option to cover cancers within the Statute for 2X recurrence</u>
Covers Retirees	The County would follow the FRS and 112 statues regarding Firefighters under this legislation

*Cancers included in Statute:

1. Bladder cancer	12. Mesothelioma
2. Brain cancer	13. Multiple myeloma
3. Breast cancer	14. Non-Hodgkin's lymphoma
4. Cervical cancer	15. Oral cavity and pharynx cancer
5. Colon cancer	16. Ovarian cancer
6. Esophageal cancer	17. Prostate cancer
7. Invasive skin cancer	18. Rectal cancer
8. Kidney cancer	19. Stomach cancer
9. Large Intestinal cancer	20. Testicular cancer
10. Lung cancer	21. Thyroid cancer
11. Malignant melanoma	

This is to certify that the members of the above referenced collective bargaining units certified as Certification Numbers 1771 and 1772 by the Florida Public Employees Relations Commission (PERC) ratified this Agreement on the 13 day of September, 2021.

UNION: Escambia County Professional Firefighters, I.A.F.F., Local 4131

Witness: [Signature]

[Signature]
Nick Gradia, President

Date: 13 September 2021

Witness: [Signature]

This is to certify that the Board of County Commissioners of Escambia County, Florida ratified this Agreement on the 11th day of September, 2021.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Robert Bender, Chairman

Date: 9/17/2021

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 09-14-2021

