

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY BOCC

AND

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
(IAFF)
LOCAL 2294**

SUPPRESSION UNIT

October 1, 2005 to September 30, 2007

**ARTICLE 1
PREAMBLE**

- 1.1 This bargaining agreement is entered into by and between the Hillsborough County Board of County Commissioners, herein referred to as the Employer, and International Association of Firefighters, Local 2294, herein referred to as the Union.
- 1.2 The intent and purpose of this bargaining agreement is to promote and maintain harmonious relations between the parties hereto; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this agreement; and to set forth the entire agreement between the parties concerning wages, hours, and terms and conditions of employment.
- 1.3 The Union recognizes that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort and well-being of the public and their best interest will be served by the assurance of orderly, efficient and uninterrupted operations to the public, at all times.
- 1.4 All references in this contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees. References to employees throughout this agreement mean employees covered by this bargaining agreement.

**ARTICLE 2
DURATION OF THE AGREEMENT**

- 2.1 This agreement shall be in full force and effect from October 1, 2005 until September 30, 2007.
- 2.2 If either party desires to modify, amend, or terminate this agreement it shall notify the other party in writing by February 1, 2007, of its intention to do so. Failure to notify by February 1, 2007, will automatically extend the provisions and terms of this agreement for the period of one (1) year (October 1, 2007 through September 30, 2008).
- 2.3 Should either party notify the other party of its intent to modify, amend, or terminate this agreement by February 1, 2007, as set forth above, then the parties will commence negotiations for a new agreement by February 15, 2007. The parties will make every effort to conclude negotiations for a successor agreement by June 30, 2007.
- 2.4 This Section shall not prevent the parties from continuing to negotiate after June 30, 2007, and reaching agreement any time prior to legislative action pursuant to 447.403.
- 2.5 The Employer will authorize a maximum of three (3) designated Union representatives to participate in negotiations as the Union bargaining team. Negotiations scheduled by mutual agreement on a regularly scheduled workday of a bargaining team member will not result in a loss of pay. This paid time will only be for the duration of negotiations and reasonable travel time to and from the work site.

**ARTICLE 3
INTERIM BARGAINING**

It is agreed that in the making of this agreement both parties have proposed and negotiated to a conclusion all matters that are subjects of collective bargaining for the duration of this agreement. During the term of this agreement, unless otherwise stated herein, neither party shall be obligated to negotiate upon any matter, whether or not contained in this agreement except by mutual agreement of the parties.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1 It is the right of the Employer to determine unilaterally the purpose of each of the constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. Employer rights will include, but not be limited to, the right of the Employer to direct its employees; to promote, transfer and assign; to suspend, demote, discharge, or take other disciplinary action for just cause; and take any action necessary in order to maintain the efficiency of Hillsborough County Fire Rescue. The right to make and insure compliance with reasonable rules and regulations governing the Firefighters shall be a function of the Employer except as such right is relinquished, modified or abridged by this agreement or by law.
- 4.2 The Employer has the right to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons. The Employer has the right to determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. The county agrees not to contract or subcontract jobs that require a Florida State certified firefighter. The Employer has the right to determine the number of employees to be employed by the county; to establish, change or modify the number, types and grades of positions of employees assigned to an organization, unit, department, or project; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements, and to establish, implement, and maintain an effective internal security practice.
- 4.3 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the Employer has not officially abridged, delegated, or modified by this agreement are retained by the Employer.
- 4.4 The Hillsborough Board of County Commissioners has the sole authority to determine the purpose and mission of the Board of County Commissioners and the amount of budget to be adopted by the Board of County Commissioners.
- 4.5 If, in the sole discretion of the County Administrator, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. When such circumstances exist and it becomes necessary for the Employer to declare civil emergency conditions, the Fire Chief, or designee, shall notify the Union or its representatives as soon as possible to avoid the potential for grievances or ULP's.
- 4.6 The Employer has the sole authority to determine the organization of county government and to determine the purpose and mission of the county to prepare and submit budgets to be adopted by the County Commissioners.
- 4.7 Those inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein except insofar as the implementation of managerial policy affects those items expressed in other Articles of this agreement in which event only such effects shall be subject to the grievance procedure contained in this agreement.

- 4.8 Delivery of county services in the most efficient, effective and courteous manner is of paramount importance to the county. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.
- 4.9 This provision shall not be construed to constitute a waiver by the Union of any collective bargaining rights it enjoys by virtue of Chapter 447, Florida Statutes.

ARTICLE 5 PROHIBITION OF STRIKES

- 5.1 "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted use of sick leave, the concerted submission of resignations, picketing in furtherance of work stoppage, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with Hillsborough County, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- 5.2 The Union agrees that during the term of this agreement it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or deliberate and concerted course of conduct which adversely affects the services of the public Employer, including, but not limited to picketing in furtherance of work stoppage.
- 5.3 Should the Union or employees covered hereunder within Hillsborough County's Fire Rescue breach this Article, the Union agrees that the county shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the county may recover from the Union or its successor in interest such damages as may be incurred and that the county may take any other action or recourse authorized or available under the law. The Union may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above-described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure.
- 5.4 Employees covered by this agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective bargaining Statute prohibits them individually or collectively as public employees or the Union from participation in a strike against the Employer, by instigating or supporting in any manner, a strike. Any violator of this section shall subject the violator(s) to the penalties as provided for by this agreement, law, and the rules and regulations of the Employer.
- 5.5 Any employee covered by this agreement who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any violations of this Article. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Collective bargaining Statutes shall, if appointed, re-appointed, employed or re-employed by the county, serve a six (6) month probationary period following the reappointment or re-employment, and the compensation

may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

ARTICLE 6 RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all matters affecting wages, hours and terms and conditions of employment as provided in Chapter 447, Florida Statutes, for those employees in the bargaining Unit in the classifications of Firefighter, Driver/Engineer, Company Fire Captain, Fire Inspector, Fire Rescue Training Officer, and all classifications of Fire Medics, as certified by the Public Employees Relations Commission (PERC), in its certification number 190 issued January 15, 1976 (No. 8H-RA-756-1199), clarified: 5 FPER ¶ 10157 (1979), amended 14 FPER ¶ 19068 (1988), amended 17 FPER ¶ 22317 (1991), clarified 24 FPER ¶ 29291 (1998).

In the event that PERC authorizes a new job classification, this article will automatically be updated to recognize said classifications.

ARTICLE 7 PAYROLL DEDUCTION OF DUES

- 7.1 The Employer agrees to provide two (2) union payroll deductions concurrent with the Employer payroll period. The first deduction will be for dues and uniform assessments in an amount certified to be the current biweekly rate by the Union Treasurer. The second payroll deduction will be for the discretionary use of the Union in an amount certified to be the biweekly rate by the written authorization of the Union treasurer. The total amount deducted will be remitted to the Union each payroll period.
- 7.2 The Employer will make no deduction without receiving written authorization from the individual. Bargaining unit employees must provide written authorization to deduct biweekly dues and/or biweekly discretionary deductions to the Union treasurer. The Union treasurer will forward the documentation on to the Human Resources Director, or designee. Deductions will commence upon payroll's receipt of written authorization. Similarly, the employees' authorization may be revoked upon written notice to the Union treasurer. The Union treasurer will forward the documentation on to the Human Resources Director, or designee. Deductions will cease upon payroll's receipt of the employee's revocation. An employee's written authorization or revocation will include:
- The name of the Union.
 - The employee's full name, Social Security Number, job title and department.
 - A clear indication of which deduction (dues or discretionary) is authorized or revoked.
 - A total amount to be deducted during each biweekly payroll period.
 - The employee's original signature.
- 7.3 The Employer will strive for accuracy in providing deduction service, but in the final analysis the Union agrees that the claim for and the payment of dues, uniform assessments, and any discretionary money is a matter to be settled between the Union and its members. Any liability for dues deducted by the Employer and paid over to the Union will be borne by the Union and not by the Employer. Therefore, the Union will indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of Union payroll deductions.

**ARTICLE 8
NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee for their legal or political activity on behalf of the Employer or any Union.

**ARTICLE 9A
WAGES**

9A.1 General

- a. The parties agree that the FY2006 pay plan (EXHIBIT A) shall become effective October 2, 2005. Exhibits A, B, C, D and E are incorporated herein by reference. Employees who are paramedic optional as defined in 9B.1 may exceed the maximum of their step by \$1.60 for variable workweek employees and \$1.92 for regular workweek employees. Thereafter, the amounts stipulated, at the time stipulated, in Article 9B.1e for either variable workweek or regular workweek employees shall be the amount by which the maximum of their step may be exceeded.
- b. Employees promoted between October 1, 2005 and September 30, 2006 will have their wages evaluated and adjusted to ensure that there is no economic loss as a result of said promotion upon adoption of the FY2006 pay plan (EXHIBIT A & B). Employees promoted in FY 06 will be placed in the higher classification in a step that reflects a minimum of 5% increase over the employee's Appendix A or B step had the employee not been promoted.

9A.2 FY 2006 Market Equity Adjustment – all employees in the bargaining unit will remain in their existing step. The implementation of Appendix A represents a Market Equity Adjustment as follows:

- A 3.5% Market Equity Adjustment for all Firefighter, Driver/Engineer, and Fire Medic III steps.
- A 1.5% Market Equity Adjustment for all other bargaining unit classifications.

9A.3 FY2006 Merit Step Adjustment - Effective October 2, 2005, all employees in the top step of each classification as of September 30, 2005, will be moved to the top step of Appendix A for FY 2006 and will not be eligible for the FY 2006 Merit Increase. All other employees in the bargaining unit will receive a non-initial-probationary Merit Step Adjustment of 3.5% at the start of the pay period during which their Performance Review Date falls, for an overall performance rating of 70 or greater, not to exceed the maximum of the grade.

9A.4 FY 2007 Market Equity Adjustment – Because of the elimination of the bottom step in each classification on October 1, 2006, all employees in the bargaining unit will shift to the next lower step. The implementation of Appendix C represents a Market Equity Adjustment as follows:

- A 1.5% Market Equity Adjustment for all bargaining unit classifications.

Effective October 1, 2006, all bargaining unit employees will receive a Market Equity Adjustment of 1.5% as reflected in Exhibit C.

9A.5 FY2007 Merit Step Adjustment –

- a. Effective at the start of the first full pay period in October, 2006, all employees at the top step of the classification in Appendix B on September 30, 2006, and each employee in the bargaining unit whose non-initial-probationary annual Performance

Review Date (PRD) occurs between October 1, and December 31, 2006, will receive a Merit Step Adjustment of 3.5%, for an overall performance rating of 70 or greater, not to exceed the maximum of the grade. These employees will have their PRD adjusted to October 1, 2007.

- b. Effective at the start of the first full pay period in January, 2007, each employee in the bargaining unit whose non-initial-probationary annual Performance Review Date (PRD) occurs between January 1, and March 31, 2007, will receive a Merit Step Adjustment of 3.5%, for an overall performance rating of 70 or greater, not to exceed the maximum of the grade. These employees will have their PRD adjusted to January 1, 2008.
- c. Effective at the start of the first full pay period in April, 2007, each employee in the bargaining unit whose non-initial-probationary annual Performance Review Date (PRD) occurs between April 1, and June 30, 2007, will receive a Merit Step Adjustment of 3.5%, for an overall performance rating of 70 or greater, not to exceed the maximum of the grade. These employees will have their PRD adjusted to April 1, 2008.
- d. Effective at the start of the first full pay period in July, 2007, each employee in the bargaining unit whose non-initial-probationary annual Performance Review Date (PRD) occurs between July 1, and September 30, 2007, will receive a Merit Step Adjustment of 3.5%, for an overall performance rating of 70 or greater, not to exceed the maximum of the grade. These employees will have their PRD adjusted to July 1, 2008.

9A.6 **Pay for Promotions:**

A promotion is defined as the movement of an employee from a position in one classification to a position in another classification having a greater degree of responsibility and a higher pay grade, unless otherwise specified in 9A.13.

Employees who are promoted to a position in a higher pay grade will be placed in the step of the new pay-grade that provides a minimum of a 5% increase in pay.

Employees who are promoted within 90 days of their performance review date will be placed in the step that would have been achieved had the promotion occurred after the performance review date.

Employees shall serve a promotional probation period of one (1) year. A new performance review date is established one (1) year from the effective date of the promotion and the employee is eligible for a performance increase after successfully completing the probationary period. Subsequent performance review dates shall be adjusted according to the schedule referenced in 9A.5 (a-d).

Employees who are unsuccessful in completing the promotional probation period shall be returned to their former classification and their former rate of pay. The former annual performance review date will be re-established and the employee becomes eligible for a performance increase on the re-established date, as if they had not been promoted.

9A.7 **Lateral Transfer:**

A Lateral Transfer is defined as the movement of an employee from a position in one classification to a position in another classification having a similar degree of responsibility and a similar pay grade.

Employees requesting a lateral transfer within this bargaining unit, as defined below, must meet the minimum eligibility requirements of Article 26. Movement between the following classifications will be considered lateral transfers and pay will not be affected:

- Firemedic I to Firefighter (paramedic)– applies to those hired prior to January 1, 1997, (See 9B.1)
- Driver Engineer (paramedic) to Firemedic III
- Firemedic III to Driver Engineer (paramedic)
- Firemedic IV to Driver Engineer (paramedic) – Employee’s pay will be redlined if above the maximum of the Driver Engineer pay grade with paramedic pay.
- Captain to Inspector
- Inspector to Captain – applies to those who previously held the Captain rank
- Captain to Fire Rescue Training Officer
- Fire Rescue Training Officer to Captain – applies to those who previously held the Captain rank

Employees shall serve a one (1) year conditional probationary period in the new classification. The employee receives no increase in salary as a result of the lateral transfer and retains the same performance review date.

Employees on conditional probation period are eligible to receive merit increases on their performance review date as bargained.

Employees who are unsuccessful in completing the one (1) year conditional probationary period in the new classification will be returned to their former classification.

9A.8 Demotions:

A demotion is defined as the movement of an employee from a position in one classification to a position in another classification having a lesser degree of responsibility and a lower pay grade, unless otherwise specified in 9A.13. If the employee previously held the rank to which the employee is demoted, the employee is deemed qualified for the position and shall not be required to take any examination, unless the examination is required for certification by the State of Florida.

A voluntary demotion or involuntary demotion without prejudice, i.e. a reduction in force, shall return the employee to the former classification and rate of pay the employee would have received had they not been promoted, provided it does not exceed the maximum of the pay grade.

A disciplinary demotion for cause shall return the employee to a lower classification and a step that provides at least 5% but not more than a 10% decrease in base annual pay. In no event shall the placement exceed the maximum of the pay grade.

9A.9 Temporary Administrative Assignment:

Variable workweek employees may voluntarily agree to a temporary administrative assignment. Such temporary assignments will not exceed 180-days in duration, and the employee will maintain their variable workweek pay, including holiday pay.

Temporary assignments that exceed, or are expected to exceed 180 days will result in a conversion of pay, excluding holiday pay. The employee’s hourly rate will be converted by multiplying their variable workweek hourly rate by 2496 then dividing by 2080. This calculation will be repeated for any action serving to increase the variable workweek step hourly rate (performance review date, promotion, market equity increases, etc.).

Conversion of vacation and sick accruals will occur according to the following calculation: 48-hour workweek to 40-hour workweek, multiply accrual balances by 0.83333. In example: a 1000 hour balance would be converted to 833.33 hours.

Employees returning to a variable workweek schedule will be placed at the step they would have attained had they not accepted the temporary assignment. This can be determined by taking their 40-hour hourly rate, multiplying it by 2080, then dividing by 2496. Upon the employees return, holiday pay will be reestablished.

Conversion of vacation and sick accruals will occur according to the following calculation: 40-hour workweek to 48-hour workweek, multiply accrual balances by 1.2000. In example: a 1000 hour balance would be converted to 1200.00 hours.

The Fire Chief or his designee will consider the following in determining placement in temporary assignments:

- If filling a vacant position, preference will be given to the employee who meets the minimum requirements of the classification being filled, as outlined in article 26.
- If filling a vacant position, and no qualified candidates are available, preference will be given to the employee who most closely meets the requirements.
- If assigned to a special project, any employee who has the knowledge, skills and ability may be considered.

ARTICLE 9B **INCENTIVES**

9B.1 Dual Certification Incentive

- a. The Union and the county agree that all employees hired by the former Hillsborough County Fire Department who have chosen, or choose to obtain paramedic certification will not have the paramedic certification considered a condition of employment (Paramedic Optional). All employees hired into paramedic applicable positions after January 1, 1997, or those hired by the former Hillsborough County EMS must maintain paramedic certification as a condition of employment (Paramedic Mandatory).
- b. Employees who possess and maintain both a State of Florida certification, as a firefighter and State of Florida certification as a paramedic, may be eligible for dual certification incentive pay. In order to receive this incentive, the employees must either train paramedics, supervise paramedics or function in a dual capacity.
- c. Employees hired prior to January 1, 1997, who wish to become paramedic optional employees and who wish to begin functioning as paramedics will be required to successfully complete the rookie paramedic evaluation process outlined in Article 21. Failure to successfully complete the program will result in loss of dual certification incentive.
- d. Employees may not receive both the EMT Incentive and the Dual Certification Incentive concurrently. Paramedic optional employees who choose NOT to function as paramedics may use a valid State of Florida paramedic certification to receive EMT incentive.

- e. Employees occupying any classification of Fire Medic will not receive the dual certification incentive as this amount has been built into their pay range. The dual certification pay for non-Firemedics at the amounts listed below will be paid at the beginning of the first full pay period immediately following the dates listed:

9B.2	Start of 1 st Full Pay Period	Variable Workweek	Regular Workweek
	April, 2006	\$2.00/Hr.	\$2.40/Hr.
	April, 2007	\$2.40/Hr.	\$2.88/Hr.

EMT Incentive

Employees who possess and maintain a valid State of Florida EMT certificate will receive an incentive of \$1300.00 annually. EMT incentive will be paid \$50.00 per two-week pay period. Employees may not receive both the EMT Incentive and the Dual Certification Incentive.

9B.3 Hazardous Incident Team (HIT) & Special Rescue Team (SRT)

The Employer will provide special operations training and assignment pay of \$75.00 per two-week pay period to at least 60 employees. The combined staffing for HIT and SRT will consist of a minimum of 12 Captains, 12 Driver Engineers, and 36 Firefighters or Firemedics.

Assignment to the HIT will require the employee to become medically monitored, obtain certification as a Hazardous Incident Technician. Assignment to the SRT will require the employee to become department trained as a Rope Technician, Confined Space Technician and Trench Technician. Those employees who have been assigned to either the HIT or SRT and have not been provided the opportunity to attend and obtain the necessary training for HIT or SRT within six (6) months of assignment will commence receiving assignment pay the first pay-period following the six (6) month timeframe..

Any HIT or SRT member who meets the qualifications of both the HIT and SRT programs, as determined by the Special Operations Chief, will be eligible for both incentives.

9B.4 Medical Emergency Response Team (MERT) Assignment

The Employer will provide Medical Emergency Response Team (MERT) assignment pay of \$75.00 per two-week pay period to at least 12 employees. The MERT Team will consist of a minimum of 3 Firemedic III/IV's and 9 Firemedics I's

9B.5 Medical Special Operations Team (MSOT) Assignment

The Employer will provide Medical Special Operations Team (MSOT) assignment pay of \$75.00 per two-week pay period to at least 12 employees. The MSOT Team will consist of a minimum of 3 Firemedic 3/4's and 9 Firemedic I's.

9B.6 Self Contained Breathing Apparatus (SCBA) Technician/Air Supply Assignment

The Employer will provide SCBA Technician assignment pay of \$75.00 per two-week pay period to 6 Driver Engineers. To earn assignment as an SCBA Technician, and the associated assignment pay, the employee must be factory certified by the department's SCBA vendor, assigned to the air truck and be checked off and trained to operate the department's air supply apparatus.

9B.7 Arson Investigator Assignment

The Employer will provide Arson Investigator assignment pay of \$75.00 per two-week pay period to 6 Fire Inspectors who have and maintain law enforcement certification and are assigned as Arson Investigators.

9B.8 **Assignment Evaluation**

The Union and the Employer will use the labor management process to develop an evaluation system for special assignment positions that receive incentive pay. Removal from assignment will be based on the formal evaluation process.

9B.9 **Longevity Incentive**

To recognize service to the county, an annual lump sum longevity bonus will be paid to eligible employees of this bargaining unit as part of their first paycheck in December. Incentives will be based on the following service:

Continuous Classified Service as of November 30	Bonus
10 years but less than 15 years	\$200
15 years but less than 20 years	\$250
20 years or more	\$300

To be eligible for the longevity incentive, the employee must be in an employment status at the time the longevity incentive is paid and have actively worked some time during that calendar year.

ARTICLE 9C
BENEFITS

9C.1 **Deferred Compensation:**

The Deferred Compensation contribution is computed on a biweekly basis, to coincide with the pay period, by multiplying hours worked by an employee's hourly pay rate, and the percentage contribution outlined below. Employees do not receive contributions in a no pay status, unless no pay status is as a result of Military Leave. Maximum annual contribution is 2496 hours for variable workweek employees (computed at up to 96 hours per pay period) and 2080 hours for regular workweek employees (computed at up to 80 hours per pay period). Employees must have an open Deferred Compensation Account to receive this compensation. Hourly pay rate for purposes of 9C.1, shall be defined as the employee's regular hourly pay, including paramedic certification incentive when applicable, multiplied by the number of scheduled work hours per year.

Employees in Sick Plan A: The Employer will contribute one-and-one-half percent (1.5%).

Employees in Sick Plan B: The Employer will contribute two-and-one-half percent (2.5%).

9C.2 **Union Disability Plan:**

The Employer will contribute \$25.00 monthly per employee covered by the bargaining unit towards the Union-sponsored Disability Plan. The Employer will remit monthly to I.A.F.F. Local 2294 an amount equal to the total amount for that month.

9C.3 **Health Insurance:**

A representative of the bargaining unit may attend the meetings of the Countywide Insurance Committee.

9C.4 **Group Insurance Benefits:**

- a. At all times, the Employer shall provide the same Group Insurance Plans (i.e. Health, Vision, Dental, Life, Flexible Spending Accounts) hereinafter collectively referred to as "Group Insurance Benefits" to the employees in this bargaining unit as is provided to the rest of the non-bargaining unit employees under the Hillsborough County Administrator who are not covered by a collective bargaining agreement. In the event that Group Insurance Benefits are modified or changed with respect to those non-bargaining unit employees not covered by a collective bargaining agreement, these same modifications or changes shall also apply at the same time to employees in this bargaining unit. For example, these modifications or changes include, but are not limited to, benefit plan design changes, change in co-pays, changes in level of coverage, and provider networks.
- b. There will be no out-of-pocket increases for health insurance premiums paid by the bargaining unit employees for Fiscal Year 2006 and Fiscal Year 2007 (October 1, 2005 to September 30, 2007). In the event a successor contract is not reached by the parties prior to October 1, 2007, bargaining unit employees will be responsible for an out of pocket increase equal to the increase set for non-bargaining unit employees under the County Administrator, up to \$60.00 per month for Fiscal year 2008 (October 1, 2007 to September 30, 2008) and for each Fiscal Year thereafter.

9C.5 **Cafeteria Benefit:**

All bargaining unit employees shall receive \$160.00 per month as a Cafeteria Benefit to purchase benefits in accordance with Section 125 of the Federal Tax Code. Section 125 requires the Employer to offer a pre-tax benefit, one taxable benefit and cash. Employees will select from the following options offered by Hillsborough County.

1. **Pre-Tax Benefits**
 - Health Insurance
 - Vision Insurance
 - Dental Insurance
 - Flexible Spending Account
 - Deferred Compensation Account subject to limits imposed by federal law
2. **After Tax Benefits**
 - Life Insurance
 - Long Term Disability for Sick Plan A employees
 - Cash

9C.6 **Sick Plan A Benefits:**

The following benefits will be provided to employees in Sick Plan A:

The Employer will provide a **Long Term Disability** program providing for payment at 50 percent of the employee's hourly pay rate commencing on the 181st day after injury or illness. At the employee's option and personal expense, an additional 16 and 2/3 percent of the employee's salary may be purchased. Hourly pay rate for purposes of 9C.6, shall be defined as the employee's regular hourly pay, including paramedic certification incentive when applicable, multiplied by the number of scheduled work hours per year.

The Employer will provide a \$20,000 life insurance policy at no cost to the employee. Employee's may purchase additional coverage and/or coverage for family members at their personal expense.

9C.7 **Sick Plan B Benefits**

The following benefits will be provided to employees in Sick Plan B:

The Employer will provide a **Short-Term Disability** program providing for payment of 75 percent of the employee's hourly pay rate for catastrophic events commencing on the 15th day of absence and continuing through return to work or the 180th day, whichever is earlier. Hourly pay rate for purposes of 9C.7, shall be defined as the employee's regular hourly pay, including paramedic certification incentive when applicable, multiplied by the number of scheduled work hours per year.

The Employer will provide a **Long-Term Disability** program providing for payment of 66 2/3 percent of the employee's hourly pay rate commencing on the 181st day after injury or illness. Hourly pay rate for purposes of 9C.7, shall be defined as the employee's regular hourly pay, including paramedic certification incentive when applicable, multiplied by the number of scheduled work hours per year.

The Employer will provide a \$20,000 life insurance policy at no cost to the employee. Employee's may purchase additional coverage and/or coverage for family members at their personal expense.

9C.8 **Retiree Health Insurance Stipend**

Effective upon ratification of the contract by both parties, the Employer agrees to provide to each employee upon retirement, a monthly Retirement Healthcare Subsidy in accordance with program guidelines approved by the Hillsborough County Board of County Commissioners. Retirement is defined as termination of employment from active service for the purpose of receiving a monthly Florida Retirement System (FRS) benefit. Participants in the FRS Delayed Retirement Option Program (DROP) shall not receive the subsidy until DROP participation is completed. The monthly subsidy will be equal to \$5.00 per year of service with participating Hillsborough County employers, up to a maximum of \$150.00 per month. Stipends are payable commencing the first of the month in which a retiree reaches age 62 for regular class, or 55 for High-Risk class.

In the event that the Florida State Legislature increases the Retiree Health Insurance Stipend provided to Certified Firefighter personnel, as implemented through the Florida Retirement System, the Employer agrees to reopen this article after the effective date of the Florida State legislature's action.

Eligibility for the stipend ceases:

- a. The beginning of the month in which the retiree becomes eligible for Medicare or its' successor.
- b. With the last payment in the month prior to the month in which a retiree reaches age 65.
- c. Upon the retiree's death.

ARTICLE 10
OVERTIME

- 10.1 **Twenty-Four / Forty-Eight Schedule**
Employees assigned to a work week schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty must work in excess of 152 hours in the established 21-day overtime calculation period in order to be eligible for overtime pay at the blended rate of pay, with the exception of holdover hours as set forth in 10.1c below.
- A. Newly hired Firemedic Trainees, who only possesses a paramedic certification, who are assigned the above workweek, are excepted from this 152-hours in a 21-day calculation threshold. Employees in this situation will be paid overtime for all hours worked over 40 in a seven day calculation period..
 - B. All Incentive and longevity pays, cafeteria benefits, and other compensation received from the Employer will be included in the overtime rate and shall be referred to as the "blended rate." Holidays and deferred compensation are paid as a separate premium and are not included in the "blended rate". It is the intent of the parties that section 7K of the Fair Labor Standards Act, as amended, shall be applicable.
 - C. Effective upon ratification - Holdover hours, defined as an employee being held beyond the end of their regularly scheduled shift for the performance of their regular job duties, shall be considered hours worked in excess of 152 and will be compensated at their overtime rate, regardless of actual hours worked within the twenty-one (21) day overtime calculation period.
- 10.2 **Forty Hour Schedule**
Employees assigned to a workweek schedule of forty (40) hours must work in excess of forty (40) hours in the 7-day overtime calculation period in order to be eligible for overtime pay at the blended rate of pay
- 10.3 Regardless of the work schedule in 10.1 or 10.2 above, sick leave utilized is time not worked, and will not be included in the calculation of overtime but paid at the straight time rate.
- 10.4 If called upon, the employee is required to work mandatory (involuntary) overtime.
- 10.5 An employee who has, at the Employer's request, worked hours outside of his regular schedule will not have such schedule altered solely for the purpose of preventing the payment of overtime.
- 10.6 Utilization of overtime and selection of personnel to work overtime shall be done at the discretion of the Employer in accordance with department policy and procedures.
- A. **Unscheduled Absences:** The filling of overtime requirements for unscheduled absences will be on a rank-for-rank basis. If the overtime requirement cannot be filled by a member of the same rank, members of the next lower rank shall be offered the overtime.
 - B. **Scheduled Absences:** Scheduled vacancies will be filled by utilizing available members of the next lower rank. Any vacancies remaining to be filled will be offered according to 10.6a.
 - C. Individuals released prior to the end of their overtime shift will be released on a last hired/first-released basis as long as operational needs are met.

ARTICLE 11
CALL BACK

- 11.1 If an employee is called back to work on off hours due to an emergency or other urgent situation, he shall be paid for the actual time worked. A minimum guarantee of three (3) hours pay shall be provided if the employee is called back three (3) or more hours before his normal duty shift. If an employee is called back less than three (3) hours before his normal duty shift then the minimum guaranteed hours of call back pay will be the time period beginning when he arrives on duty and ending when his normal shift of regular duty time starts.
- 11.2 The only person authorized to call back employees will be the Chief of Hillsborough County Fire Rescue, or his designee.

ARTICLE 12
SHIFT EXCHANGE

- 12.1 Upon twenty-four (24) hours written notice shift exchange shall be granted for like qualified employees, in regard to Civil Service Job Classification or ability to act in such class, on an intra-county basis, subject to the approval of the Fire Chief or his designee. Shift exchange procedural considerations shall follow the guidelines as established in Policies and Procedures. Shift exchange shall be granted at a rate not to exceed 96 hours per month, which shall begin the first full month following ratification by all parties, and shall not result in any additional overtime for the employee agreeing to the exchange, nor affect any accruals, benefits or incentives of the individuals involved. The Fire Chief, or his/her designee may, at his/her discretion, approve greater than 96 hours of exchange of time. The use of exchange of time may not be used as the basis for an unsatisfactory performance evaluation.
- 12.2 Shift exchange is applicable only to variable workweek employees. Shift exchange shall be defined as working for another employee or another employee working for you.
- 12.3 The employee agreeing to work on an exchange of shift will have his accrued sick and/or annual leave charged on an hour for hour basis if they fail to work the scheduled exchange of shift. Additionally, the employee who calls in sick after agreeing to work the exchange of shift must provide a physician's authorization form by the second scheduled shift following the absence or the employee will be ineligible for exchange of shift privileges as defined above for a 4 calendar month period from the day the absence occurred.

In instances of shift exchanges between two individuals, and the individual agreeing to fill in calls in sick or does not report for duty as agreed:

- a. The sick leave accrual of the individual who agreed to fill in will be charged.
 - b. If the individual who agreed to fill in does not have sufficient sick leave accrual to cover the shift, then the sick leave accrual of the individual originally scheduled for that duty day will be charged.
 - c. If the individual originally scheduled for that duty day does not have sufficient sick leave accrual, then the amount of time not accounted for by sick leave accrual will be in a no-pay status.
- 12.4 Any employee who fails to work an exchange of shift, as outlined in 12.2 and 12.3, and has insufficient accrued sick leave and/or annual leave on an hour for hour basis to cover the exchange will be ineligible for all exchange of shift privileges for an eight (8) calendar month period from the day the absence occurred. To mitigate this restriction, the

employee may present a physician's authorization form by the second scheduled shift following the absence.

- 12.5 Employees who receive an unsatisfactory performance evaluation (below 70), or are on their initial probation, or are on PIP, may, at the discretion of the Fire Chief or his/her designee, be limited to 48 hours of exchange of time each month. This limitation will be removed when the employee receives a successful quarterly evaluation, completes his/her initial probationary period or is removed from PIP.

ARTICLE 13 HOLIDAY PAY

13.1 Variable Workweek Employees:

- A. Employees who work a twenty-four (24) hour on and forty-eight (48) hour off shift schedule (Variable workweek employees) shall work the observed holidays as set by the Hillsborough County Board of County Commissioners as part of their regular tour of duty.
- B. Variable workweek employees will be paid 9.6 hours for each of the ten (10) designated holidays whether or not the employee works the holiday. Payment, at the straight-time hourly rate of pay being earned on the day the holiday occurred, will be made during the payroll period in which it occurred. An employee is not entitled to and will not receive holiday pay for a holiday that occurs while in a non-pay status.
- C. Variable workweek employees will be paid 9.6 hours for each of two (2) floating holidays. Payment will be made during the first full payroll period after December 1 of that calendar year. This payment will be made at the straight-time hourly rate of pay being earned on the first Sunday of that payroll period. Floating holiday hours will be paid whether in a pay or non-pay status.
- D. Holiday time and pay will have no affect on the number of hours worked, will not be used in the calculation of overtime compensation, and does not affect the accrual of sick or annual leave or any other terms and conditions of employment.

13.2 Forty (40) Hour Workweek Employees:

- A. Employees who work a 40-hour workweek (regular workweek) will observe the ten (10) holidays as set by the Hillsborough County Board of County Commissioners. Payment, at the straight-time hourly rate of pay being earned on the day the holiday occurred, will be made during the payroll period in which it occurred.
- B. Regular workweek employees will be paid for two (2) floating holidays. Employees may designate the day that the floating holiday will be observed. Payment, at the straight-time hourly rate of pay being earned on the days designated, will be made during that payroll period. Floating holidays not used during the calendar year earned will not be carried over to the next calendar year and are forfeited.
- C. No payment for holidays is authorized unless the employee was in a paid status (e.g. - present for work, or on sick or vacation leave) on the regularly scheduled workday immediately before or immediately following the holiday. An employee is not entitled to and will not receive holiday pay for a holiday that occurs while in a non-pay status.
- D. A forty (40) hour-per-week employee who is required to work on a designated holiday may elect one of the following options: (1) Payment of eight (8) hours of holiday pay at the employee's straight-time hourly rate, in addition to the pay for all regular hours worked, or

(2) Eight (8) hours of compensatory time at the employee's straight-time hourly rate on a date mutually agreed with the Fire Rescue Chief, or his designee.

- 13.3 The Employer shall grant the same Holiday Schedule, comprised of the same federal and local holidays, to employees covered by this agreement, as are granted to other county employees. Payment or usage will be governed by 13.1 or 13.3 above.

ARTICLE 14 WORKERS' COMPENSATION

- 14.1 An employee who is injured in the line of duty shall have the option of having the original diagnosis of the injury performed by an Emergency Room physician. An employee who is temporarily disabled in the line of duty shall be placed immediately on Workers' Compensation without a waiting period. An employee who is placed on Workers' Compensation will be paid his full wage by the Employer, including holiday pay, for their regularly scheduled hours, for time lost through the first seven (7) calendar days of his disability leave.
- 14.2 A. **For injuries incurred in the line of duty on or before September 30, 2006:** In the event that the employee's absence exceeds seven (7) calendar days, qualifying the employee for Workers' Compensation pay based on established standards as set forth by the State of Florida Division of Workers Compensation, the Employer will pay that employee's full wages, including holiday pay, for their regularly scheduled hours, for up to a maximum of nine (9) months. In order to receive this benefit, the employee must surrender their Workers' Compensation check to the Department.
- B. **For injuries incurred in the line of duty on or after October 1, 2006:** In the event that the employee's absence exceeds seven (7) calendar days, qualifying the employee for Workers' Compensation pay based on established standards as set forth by the State of Florida Division of Workers Compensation, the Employer will pay that employee's full wages, including holiday pay, for their regularly scheduled hours, for up to a maximum of twelve (12) months. In order to receive this benefit, the employee must surrender their Workers' Compensation check to the Department.
- 14.3 Many on-the-job injuries may prohibit the performance of regularly assigned duties, however, there may be other duties that such employees may be able to perform. An employee injured in the line of duty, which temporarily prohibits the performance of the employee's regularly assigned duties, may be placed in a light duty job. Light-duty is defined under this article as work performed for a period of time prior to the employee reaching maximum medical improvement (MMI). The Employer is under no obligation to create light duty for an employee and the provision of light duty for one employee shall not be precedent for provision of light duty for another employee.
- 14.4 Provided that the County designated physician states that a light duty assignment is acceptable and light duty work is available, the employee will report to the Department Director, or designee, on the next working day, defined as Monday through Friday, for assignment of duties within the department. Light duty assignments, when available, will normally consist of a forty (40) hour workweek.
- 14.5 When an employee is placed on light duty, the employee's salary shall not be affected where the compensation level would be below the amount that the employee normally would receive on workers' compensation. In no event shall an employee on light duty receive less than their full pay, including holiday pay.

- 14.6 An employee will not be entitled to Holiday pay when in a non-pay status, including the receipt of Workers' Compensation, Short-Term Disability, or Long-Term Disability beyond the initial nine (9) month or twelve (12) month period as set forth in 14.2 above.
- 14.7 In the event the employee disagrees with the County designated physician's opinion that light duty is acceptable, the employee may select a second physician approved by the Employer. If the second physician agrees with the first physician that light duty is acceptable, the matter will be considered settled and final. In the event that the second physician disagrees with the opinion of the first physician, a third physician selected by the employee, and approved by the Employer, will be selected, and the third physician's opinion shall be final. If an employee refuses light duty after examination by this process, the Employer may take the appropriate action according to Florida law and/or Hillsborough County policy. If an employee is denied workers' compensation benefits for refusing light duty as set forth above, the employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.
- 14.8 The Employer will actively provide assistance to employees injured in the line of duty in an effort to return the injured employees to their pre-injury earnings with the Employer.

ARTICLE 15 BEREAVEMENT LEAVE

- 15.1 A full-time permanent, variable workweek employees will be granted forty-eight (48) hours of paid leave in the event of death of their spouse, child or step-child. All forty (40) hour employees will be granted forty (40) hours of paid leave in the event of the death of their spouse, child or step-child. In the event of the death of any other immediate family member, all full time, permanent, variable workweek and forty (40) hour workweek employees will be granted twenty-four (24) hours of paid leave. The immediate family is defined as the employee's parent (includes biological and any individual who acted in "loco parentis"), brother, sister, step-parent, step-brother, step-sister, grandchild, grandparent, step-grandparent, parent-in-law, son-in-law, daughter-in-law, grandparent-in-law, or any relative residing within the employee's household.
- 15.2 Bereavement leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account, and is not accumulated in the manner of annual or sick leave. Payment in lieu of Bereavement Leave is not authorized. The frequency with which it is granted shall be governed only by necessity.
- 15.3 Upon request, the Fire Chief may grant annual leave, if accrued, or leave without pay, in conjunction with Bereavement Leave.
- 15.4 No payment for Bereavement Leave shall be made, except upon written application of the employee citing the relationship to the deceased, and approval of the Fire Chief, or designee. The Fire Chief shall take whatever measures are necessary to satisfy himself of the employee's eligibility to Bereavement Leave.

ARTICLE 16 CIVIL LEAVE

- 16.1 The Fire Chief may grant an employee leave with full pay for any absence necessary for serving on a jury, attending court as a witness under subpoena on a work-related matter or voting in an election .
- 16.2 Employees performing above activities on a workday must report back to their job within a reasonable time after release from their obligation above.

- 16.3 Employees required by the Fire Chief to perform any of the activities in 16.1 above on a non-workday, will be paid their regular hourly wages while directly involved in those activities.

ARTICLE 17
ANNUAL LEAVE VACATION

- 17.1 It is the intent of the Employer that annual leave should accrue and be used in proportion to the regular forty (40) hour workweek. Accrual rates are for hours worked, including sick and/or annual leave used. Accruals will not occur while in a no-pay status.

- 17.2 Annual Leave Accrual Rates:

- A. 48-hour variable workweek Accumulation of annual leave shall be computed each pay period by multiplying 96 hours times the decimal factor in the following schedule.

1. For less than five full years of continuous classified service, paid hours multiplied by 0.0417 (4 shifts, 8 hours)
2. For five or more, but less than ten, full years of service, paid hours multiplied by 0.0513 (5 shifts, 8 hours)
3. For ten or more, but less than fifteen, full years of service, paid hours multiplied by 0.0706 (7 shifts, 8 hours)
4. For fifteen or more years of such service, paid hours multiplied by 0.0898 (9 shifts, 8 hours)

- B. 40-hour regular workweek Accumulation of annual leave shall be computed each pay period by multiplying 80 hours times the decimal factor in the following schedule.

1. For less than five full years of continuous classified service, paid hours multiplied by 0.0423 (11 days)
2. For five or more, but less than ten, full years of service, paid hours multiplied by 0.05 (13 days)
3. For ten or more, but less than fifteen, full years of service, paid hours multiplied by 0.0616 (16 days)
4. For fifteen or more years of such service, paid hours multiplied by 0.0799 (21 days)

- 17.3 No employee shall be considered eligible for vacation with pay until he has satisfactorily completed the period of probation following original employment or following a break in service. Employees serving an initial probation shall have two years from the employee's date of hire to use annual leave required (VREQ) for both years. No employee released from employment for failure to satisfactorily complete probation shall be eligible for pay out of annual leave accruals.

- 17.4 The time at which such vacations are granted shall be at the discretion of the Fire Chief, and time granted employees may be exchanged with consent of the Fire Chief, or designee. Employees shall be given an annual opportunity to select annual leave periods. Such annual leave periods, once approved, shall not be changed without the consent of the employee.

- 17.5 All variable workweek employees shall be required to use a minimum fifty-six (56) hours of annual leave each benefit year. All regular workweek employees shall be required to use a minimum of forty-eight (48) hours of annual leave each benefit year. If the employee uses less annual leave than the amount required herein, the required amount of annual leave not taken shall be lost. (For example, a regular workweek employee who uses only 40 hours of annual leave in the employee's benefit year would lose 8 hours of annual leave at the end of that benefit year.) Any use of vacation hours will deduct from the VREQ, including hours donated to the Union Leave Account.
- 17.6 The number of vacation slots available for variable workweek employees shall be computed annually before the bidding for vacation begins. The formula to be used is:

Number of Employees Eligible For Vacation Bid	Number of Slots
648 to 691	15
692 to 735	16
736 to 779	17
780 to 823	18
824 to 857	19

NOTE: On January 1, 2000 a "snapshot" of annual leave balances for all bargaining unit employees was taken.

- 17.7 Maximum Annual Leave Accruals: All variable workweek employees who had a "snapshot" of less than 421 hours, and all variable workweek employees who were hired on or after January 2, 2000 will have a maximum annual leave accrual cap of 421 hours. All regular workweek employees who had a "snapshot" of less than 320 hours, and all regular workweek employees who were hired on or after January 2, 2000 will have a maximum annual leave accrual cap of 320 hours.

All other employees with an annual leave balance "snapshot" greater than 421 or 320 hours on January 1, 2000 will have that amount of annual leave established as their maximum annual leave accrual cap for the duration of employment with the Employer.

- 17.8 Upon retirement including Deferred Retirement Option Plan (DROP), death, resignation accepted by the Employer, layoff or other separation of employment in good standing, an employee, or a legal beneficiary in case of death, shall receive payment for accrued annual leave which does not exceed the maximum annual leave hours outlined above. Such payment shall be in addition to the payment of regular wages and other benefits through the last day worked. Payment for accrued annual leave will not be made:
- To those employee's dismissed for cause.
 - In the absence of proper notice, normally two weeks.
 - To any employee who has not satisfactorily completed an initial period of probation.

Employees entering DROP may elect payment for annual leave accrued that does not exceed the employee's maximum balance. If the employee does not elect to be paid the maximum of their annual leave balance upon entering DROP, the employee may be paid the difference upon actual retirement. Employees who elect to participate in DROP may accrue additional annual leave, but will not be eligible for additional payment of annual leave accrual above their maximum annual leave accrual cap.

ARTICLE 18
SICK, EMERGENCY & NEWBORN LEAVE

- 18.1 **GENERAL:**
An employee may use accrued sick leave allowances only for absences necessitated by non-job-related illness or injury. The use of authorized sick leave shall be with full pay except as provided by law in cases of illness or injury covered by worker's compensation. Sick leave may also be used by the employee for illness or injury involving their spouse, children, parents, or any other relative residing in their household when no other arrangements can be made. In no case shall sick leave be granted in anticipation of future leave accruals.
- 18.2 In every case of absence resulting from illness or injury, the employee shall notify the appropriate authority at least thirty (30) minutes before he is scheduled to report for duty, stating the nature of his illness or injury and expected period of absence. The Fire Chief, or designee, may deny paid sick leave for failure to comply with this provision.
- 18.3 If and whenever sick leave appears to be abused or where an employee consistently uses his sick leave as it is earned, the employee claiming or requesting such sick leave may be required to furnish competent proof illness or injury. The Employer reserves the right to require the employee to furnish a doctor's certificate or submit to a physical examination in all cases of reported illness or injury. Abuse of sick leave privileges shall constitute grounds for discipline.
- 18.4 The Employer reserves the right in all cases of reported illness or injury to require the employee to furnish a doctor's certificate or submit to a physical examination. Employees may use 120 hours of sick leave before they are required to bring in a doctor's certificate.
- 18.5 A statement from the attending physician must be presented upon return to work in cases required by the Fire Chief. Should it be discovered that an Employee is taking sick leave under false pretenses, it shall be deemed grounds for discipline, up to and including dismissal.
- 18.6 **THE ATTENDANCE AWARD PROGRAM.** The Attendance Award Program permits employees in both Plan A and Plan B to convert a portion of unused sick leave to annual leave. Family and Medical Leave (FMLA) absences shall be excluded in the computation of sick leave hours used for the Attendance Award Program. The conversion of sick leave hours to annual leave hours shall occur upon the individual employee's Benefits Date and shall be based upon the sick leave usage in the previous twelve (12) months. The employee may elect, in writing to the Payroll Department, not to convert hours. Maximum conversions shall be as follows:

Attendance Award Conversion

40 HOUR WEEK		VARIABLE HOUR WEEK	
HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS	HOURS SICK LEAVE USED	NUMBER CONVERTIBLE HOURS
0	32	0	48
8	24	12	36
16	16	24	24
24	8	36	12
32	0	48	0

All hours in the "Hours of Sick Leave Used" column have a sliding scale relationship with the number of convertible hours. In example, the employee who uses zero hours of sick leave may convert 32 hours to annual leave, the employee who uses one (1) hour of sick leave may convert 31 hours, etc., and the employee who uses 32 hours may not convert any.

18.7 EMERGENCY LEAVE

In the event of a personal or family emergency for which the use of sick leave is not normally permitted, the employee may request, and the Fire Chief, or his designee, at his sole discretion, may authorize the use of not more than two (2) days of sick leave. The Fire Chief, or designee, will consider whether:

- A. The emergency circumstances are of a nature that precluded being reasonably foreseen and of such urgency as to require the employee's immediate departure from work.
- B. The request was at the earliest practicable time consistent with the nature of the emergency.
- C. Evidence of the emergency is compelling and justifies the granting of the request.

NOTE: All employees in the bargaining unit, by individual one-time-only option on February 5, 2000, elected in writing to remain in Sick Leave Plan A or convert to Sick Leave Plan B. Therefore, February 5, 2000 shall be designated the BEGIN DATE

SICK LEAVE ACCRUALS AND PAYOUT

18.8 SICK LEAVE PLAN A

The following shall apply to all employees hired prior to February 5, 2000 (BEGIN DATE) who elected, in writing, to remain in Sick Leave Plan A. Employees on a variable workweek schedule shall accrue 120 hours of sick time each year. Employees on a regular 40-hour workweek schedule shall accrue 96 hours of sick time each year. Allowances accrued and not used may be accumulated without limit and shall be eligible for payment upon retirement, resignation or death, as stipulated below.

40 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0462	HOURLY ACCRUAL RATE	0.0481
PER WEEK	1.848	PER WEEK	2.3088
PER PAY CYCLE	3.696	PER PAY CYCLE	4.6176
PER YEAR	96.096	PER YEAR	120.0576

18.8A Compensation and Eligibility for Unused Sick Leave Accrued in Plan A:

Upon conditions of retirement under a recognized Retirement System, resignation, or death of an employee, the employee or his legal beneficiary or survivor as defined in F.S. Chapter 121.091(8), may be paid upon proper application for his accumulated hours of sick leave, according to the following schedule:

1. 1 – 480 Hours: All hours will be paid at 100% of the employee's regular hourly rate of pay at separation.
2. 481 – 960 Hours: No payment shall be made.
3. 961 and Over Hours: One-half of all hours above 961 will be paid at 100% of the employee's regular hourly rate of pay at separation.

18.8B Payment shall be made for unused sick leave accrued in Plan A upon the retirement, or deferred retirement of the employee, provided that:

1. Retirement is under a recognized system.
2. The employee has left the employment of the County, including employees who enter the Deferred Retirement Option Plan (DROP).
3. The employee is not dismissed for disciplinary reasons.
4. The employee has given proper notice prior to retirement. Proper notice is normally at least two weeks.
5. The employee is on layoff, is eligible to retire, and gives proper notice of retirement during the first year of layoff. Said employee shall be eligible for payment upon retirement.

18.9 SICK LEAVE PLAN B

All employees hired prior to February 5, 2000 (BEGIN DATE) who elected in writing, to transfer to Sick Leave Plan B and all employees hired on or after February 5, 2000 shall be in Sick Leave Plan B. Employees on a variable workweek schedule shall accrue 96 hours of sick time each year. Employees on a regular 40-hour workweek schedule shall accrue 64 hours of sick time each year. Accruals for authorized use are without limit after the BEGIN DATE.

SICK LEAVE PLAN B - ACCRUAL SCHEDULE			
40 HOUR WEEK		48 HOUR WEEK	
HOURLY ACCRUAL RATE	0.0308	HOURLY ACCRUAL RATE	0.0385
PER WEEK	1.2320	PER WEEK	1.848
PER PAY CYCLE	2.4640	PER PAY CYCLE	3.696
PER YEAR	64.0640	PER YEAR	96.096

18.9A Compensation for Unused Sick Leave Accrued in Plan B:

1. No employee shall be paid for any unused sick leave hours accrued after the BEGIN DATE.
2. All employees hired prior to the BEGIN DATE who elected, in writing, to transfer to Sick Leave Plan B shall be eligible for pay out of all sick leave accruals earned prior to the BEGIN DATE. Sick leave earned prior to the BEGIN DATE shall be accounted for separately from sick leave earned thereafter. The "snapshot" balance, taken on the BEGIN DATE, may only be utilized upon the exhaustion of all sick leave accruals earned after the BEGIN DATE, and will serve to reduce the balance eligible for pay

out. Once reduced, the new balance becomes the "snapshot" and hours used may not be replaced by sick leave accrued after the BEGIN DATE. For example: If an employee has a "snapshot" of 500 hours on the BEGIN DATE and uses 100 hours of "snapshot" sick leave (the sick leave accumulated after BEGIN DATE is exhausted), then the new "snapshot" balance may not exceed 400 hours.

3. Upon conditions of retirement under a recognized Retirement System, resignation, or death of an employee, the employee or his legal beneficiary or survivor as defined in F. S. Chapter 121.091(8), may be paid upon proper application for his accumulated hours of sick leave prior to the BEGIN DATE, as adjusted by subsequent use outlined above. Eligibility and pay out will follow the guidelines in articles 18.8A and 18.8B.

18.10 **NEWBORN LEAVE (Plan B Employees)**

Upon written request, an employee may be granted 5 working days (40-hour employees), or two shifts for variable workweek employees, of absence with pay for the birth of the employee's child, or the employee's adoption of a child under the age of 18.

- A. Newborn Leave is not accrued and is not deducted from annual or sick leave accounts.

**ARTICLE 19
LEAVES OF ABSENCE**

- 19.1 All leaves of absence shall be without pay and shall be for a period of not more than one (1) year, unless specifically addressed in this bargaining agreement. Employees will retain all rights held at the initiation of a leave of absence.

19.2 **OTHER COGENT REASONS (OCR) LEAVE OF ABSENCE**

An employee may request an OCR leave of absence by substantiating cogent reasons therefore, such as extended family illness, participation in educational programs beneficial to employee's growth in his present or projected assignment, or other compelling personal hardships necessitating an extended absence from work. The Fire Chief or Department Director may approve the leave of absence for a period of up to one (1) year. Any request exceeding twelve months may be forwarded, for consideration by the Fire Chief or Department Director, prior to the expiration date approved by the Appointing Authority. Such leave will not be granted solely for reasons involving the engagement in other employment or income producing business.

19.3 **MEDICAL LEAVE OF ABSENCE (MLOA)**

In documented cases of extended illness or injury, the Fire Chief/Department Director, or designee, shall grant an employee a MLOA. The employee shall furnish medical documentation as requested by the Fire Chief, or his designee, with the request, or as soon as practicable following the start of the MLOA. MLOA's shall be for the anticipated length of the illness or injury, or six (6) months, whichever is less. The Fire Chief or Department Director may grant extensions of six (6) months, or less, depending on the anticipated duration of the illness or injury, not to exceed a maximum of thirty-six (36) months. Requests for extensions shall be submitted to the Fire Chief, or his designee, at least thirty (30) days prior to the existing expiration date and shall include such documentation as requested by the Fire Chief, or his designee, to support the request for an extension of MLOA. Sick and annual leave accruals need not be exhausted prior to a request for MLOA. Employees may request to use accrued hours of sick or annual leave for payment of their portion of benefits and/or to maintain their full salary prior to the MLOA. Use of accrued hours of sick or annual leave shall be at least twelve (12) hours per pay period, or the amount of hours determined to be necessary to cover the employees portion of the benefits cost in excess of twelve (12) hours.

- A. If the employee requests MLOA and carries either a sick or annual vacation balance, the employee will be responsible for payment of their contribution to the medical plan.
 - B. The Employer will pay the employee's contribution to the medical plan if all sick and annual leave accruals have been exhausted prior to placement on MLOA. MLOA status does not preclude the receipt of disability benefits if enrolled and eligible.
- 19.4 Pregnancy shall be treated as any other temporary disability of a non-occupational nature. Any female employee shall be allowed leave for maternity purposes upon receipt of a request that includes medical certification.
- A. Pregnancy may prohibit the performance of regularly assigned duties, however, there may be other duties that such employees may be able to perform. An employee who would normally be allowed medical leave for maternity purposes may request to be placed in a light duty job. If approved, the employee will report to Fire Rescue headquarters on their next regularly scheduled duty day for assignment of duties within Hillsborough county Fire Rescue. Light duty assignments will normally consist of a forty (40) hour workweek and the employee's salary shall not be affected where the compensation level would be below the amount, which the employee normally would receive. In no event shall an employee on light duty receive less than their full pay. The Employer is under no obligation to create a light duty assignment for an employee and the provision of light duty for an employee shall not be precedent for provision of light duty for another employee. The Employer also retains the right to alter light duty assignments and to terminate light duty as necessary.

ARTICLE 20

FLORIDA STATUTES FOR FIREFIGHTERS

For informational purposes only, a list of the statutes affecting firefighters is available at the office of IAFF, Local 2294.

ARTICLE 21

INITIAL PROBATIONARY PERIOD AND CONDITIONS OF EMPLOYMENT

21.1 Initial Probationary Period

The initial probationary period shall be defined as one (1) year from initial date of hire.

21.2 Firemedic Trainee Dual Certification Requirements

- A. Firemedic Trainees will meet dual certification requirements within 2 years of hire as a condition of employment.
 - 1. Employees hired as fire certified trainees must complete the rookie suppression evaluation within 1 year from the date the employee completes suppression orientation as a condition of employment.
 - 2. Employees hired as paramedic certified trainees must complete the rookie paramedic evaluation within 1 year of the date the employee completes rescue orientation as a condition of employment.
- B. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.

21.3 Firemedic I Requirements

- A. Within 1 year from completion of rescue and suppression orientation, all employees must complete the rookie suppression evaluation and the rookie paramedic evaluation as a condition of employment.
- B. Employees who are unsuccessful in completing these requirements may not utilize the grievance process.

21.4 Rookie Paramedic Evaluation Process (See Appendix F)

- A. Rookie paramedics, including those individuals referenced in Article 9B.1, must successfully complete rescue orientation by passing a written protocol exam (inclusive of protocol text, standing orders and pharmacology) with a minimum score of 80%, two attempts maximum. The second attempt must be performed within thirty days.
- B. Corresponding sections of the "Paramedic Rookie Book" must be completed prior to taking the written exam on the same topics.
- C. Rookie paramedics must complete the first section test no later than 2 months from the end of medical orientation.
- D. A timeline will be established for each group allowing no more than 3 months between exams for successful completion.
- E. All exams will be successfully completed within 1 year from the completion of medical orientation.
- F. The order in which the exams are to be taken:
 - 1. Section I, Section II, Section III and EKG recognition.
 - 2. A minimum passing score of 80% is required.
 - 3. Each exam may be repeated a maximum of 2 times. For a total of 3 attempts, timeline permitting.
- G. All employees must be compensated for any exams taken outside of their normal work schedule.
- H. A maximum time of 3 hours will be allowed for each exam attempted.
- I. Topic breakdown for questions missed will be available within 2 business days.
- J. To be granted "stand alone" (engine) status rookie paramedics must successfully complete two scenarios, one medical and one trauma, and have accumulated 1944 hours on a rescue unit.
- K. Test banks, scenarios and protocols will be based on an objective scoring system as agreed to through the labor management process. A committee shall be formed consisting of 2 Union representatives and 2 Employer representatives.
- L. Only those questions in the question bank will be used for the Rookie examinations.

21.5 Rookie Suppression Evaluation Process

- A. Rookie Firefighters must successfully complete suppression orientation.
- B. Corresponding sections of the "Firefighter Rookie Book" must be completed and approved by Company Officer prior to taking the written exam on the same topics.
- C. All tests will be successfully completed within 1 year from the completion of suppression orientation.
- D. The order in which the exams are to be taken:
 - 1. Section I, Section II and Section III
 - 2. A minimum passing score of 80% is required.
 - 3. Each exam may be repeated a maximum of 2 times. For a total of 3 attempts timeline permitting.
- E. All employees must be compensated for any exams taken outside of their normal work schedule.
- F. A maximum time of 3 hours will be allowed for each exam attempted.
- G. Topic breakdown for questions missed will be available within 2 business days.

- 21.6 Should any employee fail to meet the above referenced requirements because the Employer has not provided the opportunity to obtain the necessary training and evaluation, time limits shall be extended to allow the employee sufficient time as determined by the Employer.
- 21.7 Should any employee classified as a Firemedic Trainee, who must meet the requirements in 21.2a, be assigned to light duty and who is also enrolled in school to obtain their paramedic or firefighter certification shall be granted time off to attend those classes while on assignment. In such circumstances, the employee will not suffer any loss of pay or benefits and will not be required to use any form of accrued leave. This benefit is being granted due to the certifications being a requirement of continued employment and the limited time frames allowed to obtain them.

ARTICLE 22 **PERFORMANCE EVALUATION**

During the term of this agreement the Union and the Fire Chief, or designee, shall meet and adopt a mutually agreeable Performance Evaluation System. The system shall include a new evaluation form and a detailed procedure on the use of the evaluation form. Hillsborough County Fire Rescue shall provide appropriate training on the use of the performance evaluation system.

ARTICLE 23 **MILEAGE ALLOWANCE**

Employees required and specifically authorized to use their private automobiles for Fire Rescue business shall be compensated at the rate as prescribed by the Hillsborough County Board of County Commissioners. Employees submitting their mileage logs by the last business working day of December, March, June, and September will be issued their reimbursement check no later than six weeks from that date.

ARTICLE 24 **GRIEVANCE AND ARBITRATION PROCEDURE**

- 24.1 **GENERAL:**
- A. A grievance is any dispute that may arise concerning the application, meaning or interpretation of this contract and shall be settled in the following manner.
 - B. The Employer will grant necessary and reasonable time off without loss of pay to the grieving employee, approved witnesses, and one (1) officially designated Union representative, if requested by the grieving employee, for a grievance adjustment meeting. The time and place of the grievance adjustment meeting will be mutually agreed upon.
 - C. The duties of the Union representative shall not interfere with the orderly operation of Fire Rescue.
 - D. The Union may designate five (5) union members and three (3) elected officers as grievance representatives. No employee will be recognized as a grievance representative until designated in writing.
- 24.2 **GRIEVANCES**
- A. Every effort will be made by the employees or the Union and the Employer to adjust the grievance informally and promptly at the initial step. An employee may, at his/her discretion, be represented by the Union at each step of the Grievance Procedure.

- B. The Union will not be required to process grievances for non-Union employees in the bargaining unit. When a grievance is presented by a non-Union employee, either individually or with a non-Union representative, a Union representative can attend, participate and be heard at each step, including arbitration, if the Union so desires.
- C. Time limits may be extended upon written mutual consent by the employee or the Union and the Employer.
- D. Both the Fire Chief and the Director of Human Resources may appoint designees to handle grievances on their behalf.
- E. A general, or class grievance may be submitted by the Union, using Appendix G, alleging violation of this contract by the Employer. Any general or class grievance shall be initiated at **Step 2**.
- F. An appeal of discipline shall be initiated at **Step 3**.
- G. The Union will be notified when a written grievance is filed by anyone in the bargaining unit. The Union will be notified of the status of the grievance at each step of the grievance procedure.

The employee, either alone or accompanied by a representative, or the Union for general or class grievances, shall present the grievance, using Appendix G, as set forth below:

Step 1: The grievance shall be presented orally to the employee's immediate supervisor within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within ten (10) calendar days.

Step 2: If the employee is not satisfied with the reply in Step 1, within ten (10) calendar days thereafter the grievance shall be presented in writing, using Appendix G to the Fire Chief. The written grievance shall include:

1. A statement of the event upon which the grievance is based, including date of occurrence, employees involved, and all details of said event.
2. The specific article(s) and section(s) of the contract allegedly violated and an explanation of how these article(s)/section(s) were allegedly violated.
3. The action, remedy, or solution requested.

The Fire Chief shall meet and reply in writing within ten (10) calendar days after receipt of the written grievance. Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent grievances.

Step 3: If the employee, or Union for general or class grievances, is not satisfied with the reply in Step 2, within ten (10) calendar days thereafter he/she or they may present the written grievance to the Director of Human Resources. The Director of Human Resources shall meet with the aggrieved employee and representative, if applicable, or the Union for general or class grievances, within ten (10) calendar days after receipt of the written grievance. The Union may request the consent of the Director of Human Resources to present witnesses at Step 3. Consent will not be unreasonably denied by the Director of Human Resources. The Director of Human Resources shall reply in writing within ten (10) calendar days of this meeting.

Step 4: If the Union is not satisfied with the Director of Human Resources' written response, he/she or they may present a written demand for arbitration, clearly identifying the section or provisions allegedly violated, to the Director of Human Resources within thirty (30) days, along with a Federal Mediation and Conciliation Service (FMCS) panel of arbitrators. Only grievances processed within the time limits set forth above are subject to arbitration.

24.3 **ARBITRATION**

- A. An arbitrator hereunder shall only have jurisdiction to determine whether or not the Employer violated the identified contract provision in the respect alleged in the written demand for arbitration, but he may consider, to the extent applicable, the entire contract in reaching such a decision.
- B. The parties shall alternatively strike the names from the FMCS panel of arbitrators, with the party initiating the grievance striking first. The remaining name shall be the arbitrator.
- C. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties.
- D. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him.
 - In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any amount for more than five (5) calendar days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence.
 - The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.
- E. Each party shall bear the cost of preparing and presenting its own case, including the fees and expenses of attorney(s), witnesses and expert testimony.
- F. All fees and expenses of the arbitrator shall be divided equally between the parties. All fees and expenses of official transcripts of the arbitration proceedings shall be divided equally between the parties unless either party declines, in which case the party requesting the official transcript shall bear the entire expense.

ARTICLE 25

INVESTIGATIONS / INTERVIEWS AND UNION REPRESENTATION

- 25.1 An Employee who has a reasonable belief that a summons to meet with a supervisor may result in, or the contents of the meeting may be used to support discipline, is entitled to the presence of a Union representative at the meeting, if desired. In the event no such representative is immediately available, the Employer agrees that the meeting shall be postponed for a reasonable time in order for the representative to be present at such meeting.

25.2 **Investigations:**

- A. **Within the Fire Rescue Department:** The Employer will make a recommendation for disciplinary action within sixty (60) calendar days from the date the assigned Battalion Chief, Deputy Fire Marshall, or Chief of Training receives the complaint in writing. However, the Employer and Union recognize that occasionally circumstances preclude finalization of the recommended action within the sixty (60) calendar day period. In order to extend the time beyond the sixty (60) calendar days set forth herein, the Employer must notify the Union of the need for such extension. In this situation, the sixty (60) calendar days will be extended to one hundred (100) days. If the recommended disciplinary action is a Written Reprimand, or less, this disciplinary action will be issued within the one-hundred (100) calendar day period. If the recommended disciplinary action is Involuntary Demotion, Suspension, or Termination of Employment, the provisions of Article 25.5 will apply.
- B. **Other Agencies/Departments under the County Administrator:** The Employer will make a recommendation for disciplinary action within one-hundred and fifty (150) calendar days from the date the assigned Battalion Chief, Deputy Fire Marshall, or Chief of Training receives the complaint in writing. If the recommended disciplinary action is a Written Reprimand, or less, this disciplinary action will be issued within the one-hundred and fifty (150) calendar day period. If the recommended disciplinary action is Involuntary Demotion, Suspension, or Termination of Employment, the provisions of Article 25.5 will apply.
- C. **Agencies Not under the County Administrator:** Investigations that involve any agency not under the County Administrator shall toll the time periods in 25.2a and b above until written notification is received by the County Administrator concluding the involvement of said agency(ies). When multiple agencies are involved, the time periods in 25.2a and b above will be tolled until a written notification is received by all agencies involved.

25.3 **Employee Interviews**

- A. **Subject Employee** – An employee that is the subject of an investigation will be notified by the Fire Chief, or designee, and will be provided notice therein that they have certain rights under law and under this article of the contract. This provision applies unless otherwise provided by law.
- B. **Witness Employee** – An employee that is deemed a witness in an investigation will be notified by the Fire Chief, or designee, and will be provided notice therein that they have certain rights under law and under this article of the contract. Provided extenuating circumstances exist that necessitate the confidentiality of the interview of a witness, the Employer retains the discretion to determine whether or not to permit a representative to be present during the interview of said employee in the investigative phase. However, the Employer may determine during the witness interview that the responses of the witness employee may result in discipline for the witness employee, and at such time the Employer will stop the interview and notify the employee of such.

25.4 Consideration granted in this article shall be in addition to all rights provided in the Firefighters Bill of Rights, Section 112.80, Florida Statutes.

25.5 When the Employer₁ recommends discipline that is Involuntary Demotion, Suspension, or Termination of Employment, it shall be the responsibility of the Employer to provide the affected Employee with written notice of the sanctions intended, the rules or policies

violated, and an opportunity to be heard in a scheduled pre-disciplinary hearing. The Employer shall have 30 calendar days upon the completion of the pre-disciplinary hearing to impose said recommended discipline, if the violations are sustained. The Employee may, if desired, request the presence of a Human Resources representative at this hearing.

ARTICLE 26 **VACANCIES AND PROMOTIONS**

26.1 General Information

- A. All references in this article to Hillsborough County Fire Rescue shall be construed to mean Hillsborough County Fire Rescue, the former Hillsborough County Fire Department, and/or the former Hillsborough County Department of Emergency Medical Services.
- B. All references to candidate(s) in this article shall be construed to mean the employee(s)/applicant(s) for promotion.
- C. It is the intent of the Employer to fill all vacancies within Hillsborough County Fire Rescue, as soon as reasonably possible. A vacancy occurring for reasons other than an approved leave of absence that exceeds more than a year will be filled according to 26.5-c.
- D. Individuals who are on a current promotional list on record with the Employer remain eligible for promotion upon implementation of this article in the event they do not meet the new minimum timeframes and requirements listed for those positions.
- E. It is the intent of the Employer and the Union to establish a rotation system through Labor Management for dual certified employees to obtain experience for promotional opportunities.

26.2 Eligibility Requirements for Promotion

- A. General Requirements
 - 1. When a promotion/appointment is to be made all candidates who have met the requirements under this section shall be considered.
 - 2. The candidate must be listed on the current Civil Service eligibility list for the position for which he/she is being considered.
 - 3. The Civil Service Eligibility list shall be used to verify driver's license and years in grade requirements.
 - 4. The Civil Service eligibility list for promotion shall be opened to allow candidates the opportunity to apply as needed, as determined by the Employer.
 - 5. Candidates who do not have the required education courses are eligible to be placed on the promotional list and will be designated "ineligible" pending qualification until the Educational Requirements have been met.
 - 6. In the event that no candidates meet the requirements of *minimum time in grade*, the time in the existing grade shall be lowered in 1-month increments until a sufficient pool of at least five (5) candidates is met.
 - 7. In the event that no candidates meet the requirements of *minimum seat time*, the shifts required shall be lowered in two (2) shift increments until a sufficient pool of at least 5 candidates is met.
- B. Position Requirements
 - 1. Closed Promotion/Appointment – Firemedic 3

- a. Candidate to have served a minimum of three (3) years employed as a dual-certified employee within Hillsborough County Fire Rescue.
 - b. The candidate must be on the acting list of Firemedic III that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
 - c. For the promotion to Firemedic III, the candidate must have at least 30 shifts of documented seat time on an engine or ladder company.
 - d. For the promotion to Firemedic III, the candidate must have at least 30 shifts of documented seat time acting in the position of Firemedic III on a rescue car.
 - e. Educational Requirements for Promotion:
 - i. Supervision and Leadership – (FFP1130 or equivalent)
2. Closed Promotion/Appointment– Driver/Engineer:
- a. Candidate to have served a minimum of three (3) years employed as a Fire Fighter, Firemedic I, Firemedic III or Firemedic IV within Hillsborough County Fire Rescue.
 - b. The candidate must be on the acting list of Driver Engineer that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
 - c. For the promotion to Driver Engineer, the candidate must have at least 30 shifts of documented seat time acting in the position of Driver Engineer on an engine or ladder company.
 - d. For the promotion to Driver Engineer, the dual-certified candidate must have at least 30 shifts of documented seat time on a rescue.
 - e. Educational Requirements for Promotion:
 - i. Fire Apparatus Practices – Pump (FFP2601 or equivalent)
 - ii. Fire Apparatus and Equipment - Ladder (FFP1600 or equivalent)
3. Closed Promotion/Appointment – Company Fire Captain:
- a. Candidate to have served a minimum of three (3) years employed as a Driver/Engineer within Hillsborough County Fire Rescue.
 - b. The candidate must be on the acting list of Company Fire Captain that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.
 - c. For the promotion to Company Fire Captain, the candidate must have at least 30 shifts of documented seat time acting in the position of Captain on an engine or ladder company.
 - d. Educational Requirements for Promotion:
 - i. Fire Apparatus Practices – Pump (FFP2601 or equivalent)
 - ii. Fire Apparatus and Equipment – Ladder (FFP1600 or equivalent)
 - iii. Supervision and Leadership – (FFP1130 or equivalent)
 - iv. Fire Tactics and Strategy – (FFP1410 or equivalent)
 - v. Hazardous Materials (FFP2500 or equivalent)
 - vi. Extinguishing Systems and Agents – (FFP2620 or equivalent)
4. Closed Promotion/Appointment – Battalion Chief:
- a. Candidate to have served a minimum of four (4) years employed as Company Fire Captain within Hillsborough County Fire Rescue.
 - b. The candidate must be on the acting list that is current with the records of the Training Division for a minimum of twelve (12) months to be eligible for promotion within the time frames outlined in section 26.6.

- c. For the promotion to Battalion Chief, the candidate must have at least 12 shifts of documented seat time acting in the position of Battalion Chief.
- 5. Closed Promotion/Appointment – Fire Inspector:
 - a. Candidate to have served a minimum of three (3) years employed as a Firefighter, Firemedic I, Firemedic III, Firemedic IV, Driver Engineer, Captain or Training Officer with Hillsborough County Fire Rescue.
 - b. Must be a state certified Fire Inspector I
 - c. The candidate must have twelve (12) months suppression assignment time.
 - d. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the Employer may consider the eligibility list for open recruitment. In such cases, all candidates must meet current minimum job description.
- 6. Closed Promotion/Appointment – Fire Investigator:
 - a. Candidate to have served a minimum of six (6) years employed as a Firefighter, Firemedic I, Firemedic III, Firemedic IV, Driver Engineer, Captain, Training Officer or Inspector with Hillsborough County Fire Rescue
 - b. Must be a state certified Fire Investigator/Inspector
 - c. Must attain within 2 years or be a state certified Law Enforcement Officer
 - d. The candidate must have twelve (12) months suppression/prevention assignment time.
 - e. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the Employer may consider the eligibility list for open recruitment. In such cases, all candidates must meet current minimum job description.
- 7. Closed Promotion/Appointment – Fire Rescue Training Officer:
 - a. Candidate to have served a minimum of six (6) years employed as a Firefighter, Firemedic I, Firemedic III, Firemedic IV, Driver Engineer, Captain or Inspector with Hillsborough County Fire Rescue.
 - b. Must be a state certified Instructor I.
 - c. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the Employer may consider the eligibility list for open recruitment. In such cases, all candidates must meet current minimum job description.
- 8. Closed Appointment – Deputy Fire Marshal
 - a. Candidate to meet current minimum job description established at HC Civil Service.
 - b. If there are not at least three (3) qualified candidates who meet the requirements for closed promotion/appointment, the Employer may consider the eligibility list for open recruitment.
 - c. Employee must meet current minimum job description.

26.3 **Assessing Promotional Candidates**

A. Acting Out of Classification

- 1. Candidates who have met the minimum time frame requirements in grade for promotion who fail to meet the minimum twelve (12) month acting time requirements,

prior to the test date due to their hire date, are eligible to take the test. Candidates will not receive any points for this acting time.

2. Candidates who are in grade more than one (1) year from the minimum time frame requirements must also be on the acting list for twelve (12) months.
3. Twelve (12) consecutive months will constitute one (1) year, including authorized annual leave, sick leave, exchange of time and line of duty injury. Authorized leave as listed herein which exceeds 180 consecutive days will cause the accumulated points for acting time to be frozen at the 180-day date and will be reinstated upon the candidate's return to full duty with no penalty for non-consecutive time periods. Any other break in consecutive time periods will cause the loss of any portion of a one-year period accumulated to the date of leave, requiring the full twelve (12) consecutive months to be regained.
4. Any candidate assigned to special duty which exceeds 180 consecutive days will cause the accumulated points for acting time to be frozen at the 180-day date and will be reinstated upon the candidate's return to their regular assignment with no penalty for non-consecutive time periods.

B. Service Time (Seniority)

1. Seniority is defined for the purpose of promotion will be consistent with the language in Article 39, Seniority.

C. Education

1. The established maximums for education are as follows:
 - a. 60 credit hours maximum may be applied to promotion for D/E or FM3
 - b. 120 credit hours maximum may be applied to promotion for Captain
 - c. 150 credit hours maximum may be applied to promotion for Battalion Chief
2. If during this agreement should the course names or course numbers change, both the Union and the Employer must agree upon their equivalencies.
3. Candidates will receive credit only for those courses taken from an institution accredited by one of the six regional accrediting organizations listed in Article 33 to be utilized in the calculation of educational points.
4. Candidates will not receive educational points for courses taken through the Florida State Fire College. These courses, however, may be used for the purposes of the eligibility requirements for promotion.
5. Candidates may take the promotional test even if they have not completed the educational requirements for the position, however they will not be eligible for promotion. Candidates who do not have the required educational requirements will be ranked on the promotion list; however they will be designated as "ineligible" pending qualification. Candidates who complete the educational required educational requirements after the test date will be considered eligible for promotion; however, their aggregate score will not be adjusted until September 30th following the year the test is given.
6. Educational documentation for promotional points will be accepted no later than seven (7) calendar days after September 30th. To receive educational points for promotion, classes must be completed prior to September 30th. Acceptable forms of documentation will be an official transcript from accredited educational institutions and/or verified transcript retrieved from FACTS.org. Failure to complete the requirements by September 30th and submit the documentation by October 7th will result in the candidate remaining ineligible.

D. Testing

1. The Employer shall have the option of utilizing either a written test or an assessment center to evaluate candidates for Firemedic III, Driver/Engineer, Company Fire Captain and Battalion Chief. The Employer shall notify the Union of which method will be used no later than March 1st of the year the promotional list in effect expires. In the absence of any notice from the Employer, the default method of testing shall be the written test with associated study materials only.
2. Promotional tests will be given in September, if possible, and all candidates for promotion must have taken the test for the position sought. The Employer will post the date of the written promotional test and the assessment centers at least one month prior to the determined schedule and location for the promotional and testing process. In the event the Employer schedules the promotional test outside the month of September, all other timeframes referred to throughout this Article 26 will remain in full effect.
3. To be eligible for promotion or advancement to the assessment center, the candidate must earn a minimum score of 70% on the appropriate written test.
4. If desired, the Union may have a representative(s) present to observe the testing procedures of either the written examination or assessment center. The representative will not communicate with anyone participating in the testing process (candidate or proctor) while testing is in progress.
5. Candidates must be eligible for promotion to the position being sought prior to taking any test by the Employer. Eligibility is outlined in 26.2.
6. Written Test Option (figure 1)
 - a. Any written promotional test given will be developed/evaluated with input from the Employer and the Union. Hillsborough County Civil Service, a private vendor or the HCFR Training Division may administer the written exam. A bank of test questions shall be developed consisting of no less than 200 questions at least three (3) months prior to the test date.
 - b. The written test shall consist of no more than 150 questions. The questions shall be multiple choice and/or true/false.
 - c. . The Union and the Employer will co-determine the source materials to be used to develop the written test content. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information will be provided and posted for employees by March 1st of the year the test is given.
 - d. The candidates final test results will be evaluated by both the Union and Employer to determine the validity of the test questions. Individual questions that are missed by 50% or more of the candidates sitting for the test shall be discarded. The final test score will be determined by utilizing the remaining questions on a 100% scale. (i.e. 100 question test, 5 questions discarded the denominator becomes 95. In all cases, the passing score will represent 70% of remaining questions.
 - e. Written tests may be reviewed on a yearly basis for informational content and application to the respective positions. Should additions, deletions or modifications to any of the tests alter the source of test questions, article 26.3D-(2) applies.
 - f. The promotional list generated by the "written test option" will remain in effect for a period of time no greater than two (2) years. The list will expire on September 30th of the second year following the promotional test.

7. Assessment Center Option (figure 2)

- a. The format/design of any Assessment Center, Mini-Assessment Center or Structured interview will be developed/evaluated with input from the Employer and the Union. A committee consisting of two labor representatives, two training representatives and one other mutually agreed upon will determine the final decision of the material. The format/design of the center shall use departmental standards, policies and other relevant data as no conflict exists. The center should attempt to incorporate job-knowledge and hands-on performance tests, as well as individual and one-to-one exercises.
- b. The Union and the Employer will co-determine the source materials to be used to develop the written test content used in the assessment process. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information for the written test will be provided and posted for employees by March 1st of the year the test is given.
- c. The written test shall consist of no more than 150 questions. The questions shall be multiple choice and/or true/false.
- d. A bank of test questions shall be developed consisting of no less than 200 questions.
- e. The Union and the Employer will co-determine the sources considered in the format/design of the assessment process. The source materials considered shall directly reflect the job description for which the test is being developed and utilize departmental standards and operational policies; other relevant data may also be considered as long as no conflict exists. These standards should be determined through job task analysis. Upon mutual agreement of the source materials a study guide and/or syllabus of applicable information will be provided and posted for employees by March 1st of the year the test is given.
- f. An assessment center overview will be provided at least thirty (30) days prior to testing.
- g. The candidates final test results will be evaluated by both the Union and Employer to determine the validity of the test questions. Individual questions that are missed by 50% or more of the candidates sitting for the test shall be discarded. The final test score will be determined by utilizing the remaining questions on a 100% scale. (i.e. 100 question test, 5 questions discarded the denominator becomes 95. In all cases, the passing score will represent 70% of remaining questions.
- h. If the Employer chooses to utilize the "assessment center option" for the final ranking of promotional candidates, the "written test option" process outlined in Article 26.3D-(6) and illustrated in figure 1 will be calculated along with acting time, seniority and education to determine a cumulative score that will rank all the successful written test takers. If there are no more than sixteen (16) successful written test takers, all of those candidates will be eligible for the assessment center. If there are seventeen (17) or more successful written test takers, only the top 50% of those ranked on the cumulative list will be eligible to take the assessment center. All others will be classified "pre-assessment ineligible" to be used if the "promotional list" is exhausted.
- i. For those written test takers who are ranked in the top 50% and have not completed all the educational requirements, the Employer shall permit an equal number of the top ranked written test takers "pre-assessment ineligible" to take the assessment center.
- j. Battalion Chief and Captain assessment centers will be scheduled together, and Driver-Engineer and Firemedic III will be conducted in the year following. All

successive assessment centers will then follow this sequence on a rotational basis.

- k. Upon the “promotional list” being exhausted, the Employer agrees to test the individuals on the “pre-assessment ineligible”, within ninety (90) days, utilizing the same assessment center. If the number of candidates on the promotion list reaches a point that the requirements in 26.5C cannot be met, the Employer agrees to reopen the assessment center to all candidates on the “pre-assessment ineligible” illustrated on figure 2. All candidates on the “pre-assessment ineligible” will be required to take the assessment center, and the new list will be in full effect until the September 30th expiration of the original two (2) year list.
 - l. Both the Union and the Employer must mutually agree upon changes to the assessment center candidate eligibility/placement criteria.
 - m. The promotional list generated by the “assessment center option” will remain in effect for a period of time no greater than two (2) years. The list will expire on September 30th of the second year following the promotional test.
8. The Employer will offer testing prior to September 30th in the year following the initial testing for those employees unable to participate due to work related issues, active military leave deployment or other extenuating circumstances agreed to by both parties.

26.4 **Scoring Promotional Candidates**

A. Written Test Option (figure 1)

1. Acting Capacity Points

- a. When calculating points in figure 1, step 3, or figure 2, steps 3 & 6, candidates will receive four (4) points for each consecutive year in which the candidate is eligible to serve in an acting capacity, (out of class, relief position) in accordance with department policy.
- b. The candidates total acting points will be multiplied by 0.30 (30%) to determine the points applied to the scoring matrix in figure 1, step 3, or figure 2, steps 3 & 6.

2. Service Points (Seniority)

- a. When calculating points in figure 1, step 3, or figure 2, steps 3 & 6, candidates will receive two (2) points for each consecutive year of employment as defined in Article 39.
- b. The candidates total seniority points will be multiplied by 0.25 (25%) to determine the points applied to the scoring matrix in figure 1, step 3 or figure 2, steps 3 & 6.

3. Education Points

- a. When calculating points in figure 1, step 3, or figure 2, steps 3 & 6, candidates will receive one (1) point per credit hour for any classes taken in a course of study leading up to an Associate’s, Bachelor’s or Master’s degree from a college accredited by one of the six regional accrediting organizations listed in Article 33. Candidates may not exceed the credit hour maximums listed in Article 26.3C.
- b. The candidates total credit hours will multiplied by 0.15 (15%) to determine the total points applied to the scoring matrix in figure 1, step 3 or figure 2, steps 3 & 6.

4. Test Points

- a. The written test in figure 1, step 3, will be based on a 100% scale.
- b. The candidate's test score will be multiplied by 0.30 (30%) to determine the total points applied to the scoring matrix in figure 1, step 3.

B. Assessment Center Option (figure 2)

1. The assessment center option will utilize the cumulative score of the written test option and the following:
 - a. The written test in figure 2, step 3 will be based on a 100% scale.
 - b. The candidate's test score will be multiplied by 0.30 (30%) to determine the total points applied to the scoring matrix in figure 2, step 3.
 - c. The assessment center in figure 2, step 5 will be based on a 100% scale. The assessment center score will replace the written test score for the calculation in figure 2, steps 5 & 6.
 - d. The candidate's assessment center score will be multiplied by 0.30 (30%) to determine the total points applied to the scoring matrix in figure 2, steps 5 & 6.
 - e. The assessment score added to the cumulative score under 26.4A(1-3) will be the candidate's final score for the candidates ranking purposes.

26.5 Promotional List & Candidate Selection

- A. Prior to the publication of any sanctioned promotional list, a "provisional" promotion list will be published for a period of thirty (30) days to allow for review and corrections, if needed, of candidate ranking. The scoring matrix showing the individually scored components for all candidates eligible for promotion shall also be published and distributed by the Employer no later than fourteen (14) days from the last scheduled test date. Thirty (30) days from the Employer publishing and distributing the "provisional" list, the sanctioned promotional list will be published and that will stand until subsequent testing dates. Additionally, a final scoring matrix shall be distributed in conjunction with the sanctioned promotional list.
- B. The above scoring matrix shall be used to develop a list ranking the candidate's from high to low. In the event of ties, seniority as defined in Article 39, Seniority, shall be the deciding factor.
- C. All promotions/appointments shall be made from the list using the top five (5) candidates for the first promotion and an additional three (3) candidates for each additional promotion. Example:
 - One position – selection to be made from top 5 candidates.
 - Three positions – selection to be made from top 11 candidates.
- D. The Fire Chief may promote/appoint from other candidates outside these groupings, but only where the Fire Chief certifies, with reasons in writing, that none of higher-ranking candidates are suitable for the position(s).
- E. When a candidate is promoted from an appropriate group, the Fire Chief will not have to explain why higher-ranking candidates in the group were not selected.

26.6 Updating Timeframes

- A. When the "assessment center option" is used, the promotional list shall be updated yearly no later than October 7th. Educational, acting time and seniority updates for promotional

points will be accepted no later than October 7th. All educational points or acting time must be completed prior to September 30th. Acceptable forms of documentation for education will be an official transcript from accredited educational institutions and/or verified transcript retrieved from FACTS.org. Failure to complete the requirements by September 30th and submit the documentation by October 7th will result in the candidate remaining ineligible. All assessment center scores for promotion will expire twenty-four (24) months from the October 1st establishment of the original “promotional list.”

26.7 Dates of Interest

A. Please note the following dates related to the promotional process.

1. March 1st – Notification of testing method
2. September 30th – Final date for completion of educational and acting requirements
3. October 1st – Promotional list expiration
4. October 7th – Deadline for submission of acceptable forms educational documentation or acting time for credit towards any promotional list

B. Time frames related to the promotional processes.

1. Six (6) months prior to test – The Employer will publish and post mutually agreed source material for any written tests to be given
2. Three (3) months prior to test – The Employer will develop the bank of written test questions
3. Thirty (30) days prior to assessment center -The Employer will an assessment center overview
4. Fourteen (14) days after test/assessment center – The Employer will publish and post a “provisional promotional” list which shall include the scoring matrix
5. Thirty (30) days after the provisional list is published - The Employer will publish a sanctioned promotional list which shall include the final scoring matrix

26.8 This article shall be an appropriate subject for discussion at Labor Management Committee meetings, and, provided there is no economic impact, any changes that are mutually agreed to in writing will become effective as soon as approved by the County Administrator and ratified by the membership.

FIGURE 1 – WRITTEN TEST OPTION

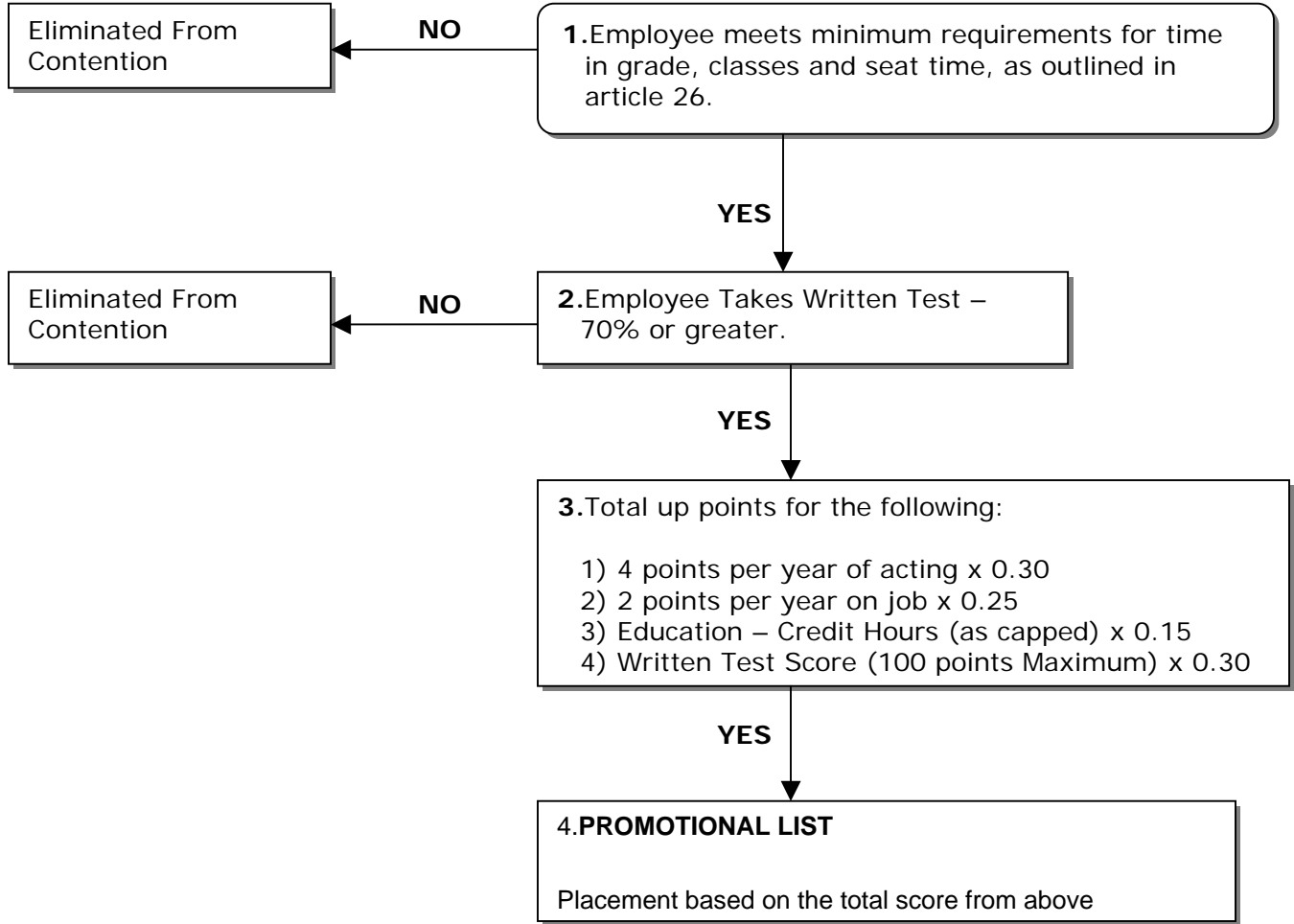
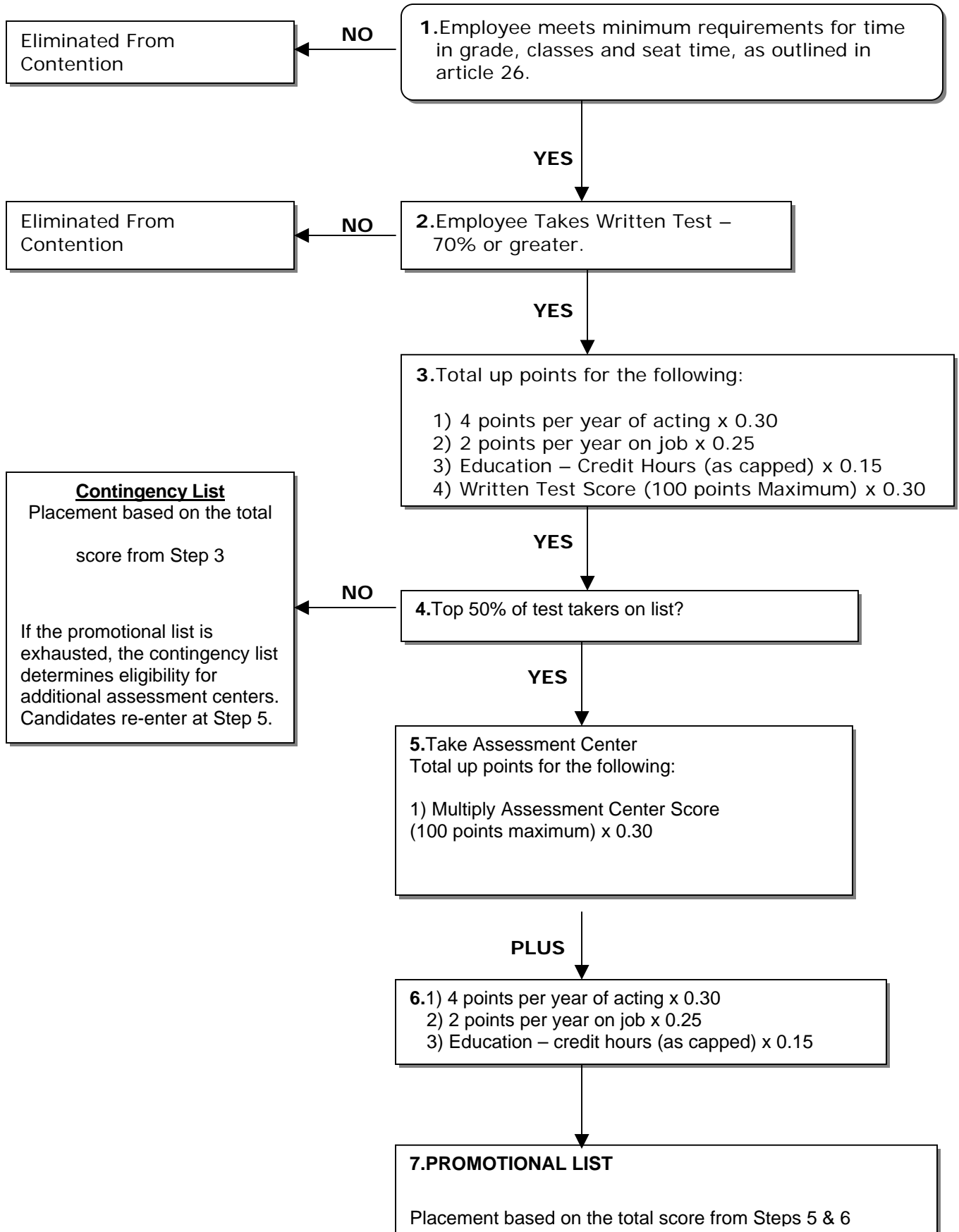


FIGURE 2 – ASSESSMENT CENTER OPTION



ARTICLE 27
OPERATOR INSURANCE – LIABILITY

The Employer shall provide employees in the bargaining unit insurance protection against liability as a result of operating fire rescue equipment within the scope of their employment.

ARTICLE 28
POLICIES AND PROCEDURES

- 28.1 All paid classified employees of this bargaining unit will follow equally and uniformly the Policies and Procedures issued by the Chief of Fire Rescue.
- 28.2 The Chief of Fire Rescue will receive and consider proposals from the employees of this bargaining unit and their union representatives on the formulation or revision of Policies and Procedures.
- 28.3 The Union shall be given fourteen (14) calendar days notice for any proposed changes to the Policies and Procedures, and any proposed changes shall not be in conflict with this Agreement.
- 28.4 This article does not in any manner diminish or waive the Union's collective bargaining rights over proposed changes to the Policies and Procedures.

ARTICLE 29
STATION ACCOMMODATIONS

- 29.1 The Employer shall provide and maintain kitchen and sleeping facilities at each fire station regularly manned on an overnight basis. These facilities will include a stove with oven, refrigerator, non-aluminum cookware and eating utensils, a dining room set, cleaning supplies, a lockable pantry cabinet for each shift, and beds with springs and mattresses. Each employee will be provided with pillows and bed linens, to include a blanket. The bargaining unit employees will be responsible for normal housekeeping duties and cleanliness of the facilities provided to include yard maintenance and bed linens. Bargaining unit employees will not be required to paint the building (inside or outside) or perform other duties not described above.
- 29.2 The parties agree that new stations will conform to present building codes, address privacy concerns in sleeping quarters, and include a dishwasher in addition to the provisions in article 29.1. Existing stations scheduled for renovation will include the above provisions. The Employer agrees to continue its efforts to provide smoke detectors and sleeping quarter privacy in existing stations.
- 29.3 Alleged violations of this Article shall be noticed in writing to the Fire Chief, providing sufficient detail as necessary, prior to the filing of any grievance. The Fire Chief, or designee, will respond to the complaint in writing within ten (10) calendar days.

ARTICLE 30
SAFETY AND HEALTH & WELLNESS

Safety

- 30.1 The Employer and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public. A permanent position shall be reserved for a member of the bargaining unit on the Safety Committee. Tenure on the Safety Committee shall be in accordance with established policy.

- 30.2 The Employer shall make reasonable provisions to ensure the safety and health of each employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the Employer and shall also be required to observe safety rules promulgated for their protection. Employees are subject to discipline for failure to observe safety rules or to utilize provided safety equipment.
- 30.3 The Employer and the Union agree that an employee should not be required to operate any vehicle or equipment in an unsafe condition. Each employee shall immediately report any unsafe practice, of which they are aware, to the officer-in-charge (OIC). Any discrepancies in the normal operational condition of equipment that could be hazardous to safety will be immediately reported to the OIC. The OIC will refer the matter to the Fire Equipment Mechanic, or assistant. The Fire Equipment Mechanic, or assistant will make the final determination as to operational safety. In the event the Fire Equipment Mechanic, or his assistant, are not available for contact, or if there is an immediate overriding situation, the OIC will determine operational safety.
- 30.4 The Employer and the Union agree that the minimum number of state certified firefighters on all career engine companies, ladder companies, the Heavy Rescue Team and HAZMAT Team will be 3. Any drop below this minimum staffing level must be an exception for issues such as training or an unexpected departure of an employee. No apparatus will be taken out of service to obtain the minimum staffing level. The county and the Union will cooperatively seek to meet the requirements of NFPA 1710.
- 30.5 The Employer shall issue each employee in the bargaining unit an individual air-pack face piece with nose-cup, in the initial uniform and safety gear issue.

Health

- 30.6 Special examinations and immunizations will be given upon request to bargaining unit employees who have been directly exposed to highly contagious diseases in their official capacity.
- 30.7 The Employer shall make available, at no charge, an annual flu immunization at the employee's request. Hepatitis A, Hepatitis B immunizations shall be made available as necessary. Additionally, a Tuberculosis chest x-ray or skin test will be made available semi-annually. These immunizations and/or test will be available to all new employees during orientation and all current employees during on duty hours.
- 30.8 The Employer will provide \$200,000 in FY 2006, and FY 2007 towards physical examinations for employees consistent with NFPA 1582 recommendations and the recommendations of the IAFC, and IAFF Joint Labor Management Wellness Fitness Initiative. Any deviation from either of these standards shall be subject to resolution at the Labor-Management Committee. Both the Union and the county agree that this is an evolving initiative and will require careful monitoring through the Labor-Management Committee. There will be no cost to the employee for the examination. Employees opting to participate will do so during off duty hours. Any employee electing to forfeit their physical exam must notify the Personnel Chief in writing no later than September 30 prior to the fiscal year start. Confidentiality shall be maintained and any results will be subject to review only by the employee and examining physician. The Employer will not have access to these results, including fitness for duty results related to this initiative, unless authorized by the employee in writing. The employee shall be solely responsible for his/her health related decisions, including follow-up on those results as recommended by the examining physician.
- 30.9 The Employer agrees that no county contracted workers compensation provider, nor any county employees will be used for the physical examination outlined in article 30.8. The

Employer also agrees that it will only have access to the results of the physical examination with the written permission of the employee. Generalized statistics, without individual identification may be shared with the County and the employees to track program effectiveness.

ARTICLE 31
UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 31.1 Variable workweek employees required to wear uniforms in the performance of their official duties, will receive an initial uniform issue inclusive of the following, but not limited to, five (5) T-shirts, five (5) polo shirts with collar, five (5) pants of a slacks or BDU style either poly-blend, cotton or cotton/twill, five (5) short sleeve Class A type uniform shirts, one (1) long sleeve Class A type uniform shirt, (1) Littman style stethoscope and any required Class A type accessories (Collar Brass, Badge, Name Plate, etc.) and an annual uniform replacement credit designated solely for the purchase of approved replacement items from an Employer-contracted vendor. Upon appointment to a permanent regular workweek position, employees will receive an additional uniform allotment to complete a set of six (6) uniform pants, six (6) uniform shirts, and 3 polo shirts. Employees may purchase any uniform item on the approved list. The uniform replacement credit does not accrue to the employee and any remaining credit amount shall be forfeited after the ordering period end date. Employees shall otherwise be responsible for maintaining and replacing their uniforms. New uniforms, protective clothing and/or equipment required by the Employer shall be furnished without cost to the employee. Proposed additions, deletions or changes to protective clothing and equipment shall be appropriate subjects for labor-management meetings. The Employer will strive to provide protective clothing and equipment that is considered appropriate and safe by standards applied in the profession.
- 31.2 Variable workweek employees will receive an annual uniform replacement credit equivalent to the value of five (5) uniform pants and five (5) uniform shirts. Orders will be placed according to the following schedule: A-Shift in January, B-Shift in February, and C-Shift in March. Regular workweek employees shall receive an annual uniform replacement credit equivalent to the value of six (6) uniform pants and six (6) uniform shirts. Regular workweek employees will order in January. Equivalent uniform value will be determined annually in January each year, and will be based on the contracted rate. The employee shall order replacement items at their discretion during the designated calendar month, and any unused credit amount shall be forfeited.
- 31.3 The Employer will endeavor to supply one (1) Personal Alert Safety System (PASS) for each active combat duty position.
- 31.4 The Employer agrees to provide cleaned, sanitized and safe replacement bunker gear to the employee whose personal gear is damaged or contaminated in the performance of their duties until the employee's personal bunker gear is replaced or cleaned and returned. No employee will be required to wear bunker gear currently assigned to another employee.
- 31.5 The employee may be compensated up to two hundred fifty dollars (\$250.00) per item for the loss or damage of prescription eyewear or wristwatches, which occurs in the performance of their official duties. Compensation will be determined by the Claims Review Committee in accordance with established procedures.
- 31.6 In the event the Employer obtains the necessary funds, the Employer will endeavor to supply one (1) bulletproof vest for each active combat duty position.

ARTICLE 32
INDEMNIFICATION

The Employer will offer defense of employees from civil suits from tort liability incurred while acting in scope of employment, and, pursuant to the guidelines set out in Section 768.28, Florida Statutes, agrees to hold the employee harmless within the limitations set out in Section 768.28, Florida Statutes, and protect said employee from civil liabilities only, resulting from any act, event or omission of action in the scope of his or her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 33
SCHOOLING AND EDUCATION

- 33.1 The Employer will budget a pool of money to reimburse the cost of tuition and required textbooks according to department policy for the curriculum designated by the Fire Chief and any credit course with an FFP or EMS prefix from a SACS accredited community college in the State of Florida. Reimbursement will be set at the Tampa metro area community college rate for the level of the course taken. Reimbursement will be effected within ninety (90) days of presentation of proof of payment and a grade of "C" or better. Changes to courses designated by the Fire Chief are appropriate subject for the Labor-Management Committee.

The six regional accrediting organizations are:

Middle States Association of Colleges and Schools (MSA)
New England Association of Schools and Colleges (NEASC-CIHE)
North Central Association of Colleges and Schools (NCA-HLC)
Northwest Association of Schools, Colleges and Universities (NWA)
Southern Association of Colleges and Schools (SACS)
Western Association of Schools and Colleges (WASC-ACSCU)

- 33.2 Non-initial probationary employees are eligible for tuition reimbursement under the Human Resources program subject to the limitations therein. Reimbursement will be at the Tampa metro area community college rate for the level of the course taken. Courses may be taken at any accredited institution with the reimbursement limit above.
- 33.3 Reimbursement will not be available to new employees who are within their initial probationary period. Those hired under the classification of Firemedic Trainee, who must complete Paramedic School or Fire Academy within two years as a condition of their employment, will not be eligible for the reimbursement program until they have been promoted to Firemedic I. No retroactive reimbursement will be provided to such individuals.
- 33.4 In order to be reimbursed for required textbooks, the employee must turn in such books to the Hillsborough County Fire Rescue Training Division along with the required reimbursement request. All textbooks become the property of Hillsborough County Fire Rescue.
- 33.5 All non-probationary employees are also eligible for the Employer's tuition reimbursement program.

ARTICLE 34
WORKING OUT OF CLASSIFICATION

- 34.1 A seven (7%) increase in hourly pay shall be provided for all full hours worked in a higher paying classification. Employees may be required to work in a higher paying classification. Employees in comparable pay-grade classifications who exchange time and are then assigned by the department to act in a higher paying classification will be compensated for all hours worked in that assignment. Employees will not be credited time or pay for working out of class as a result of out-of-grade exchange of time.
- 34.2 Employees shall not work in a higher paying classification to which they cannot be promoted. (This provision is meant to prohibit, for example, employees who are of the Firefighter or Firemedic classifications from acting in the position of Company Fire Captain or Battalion Chief.) All employees will be required to work in the next higher classification as outlined within this article, even if they do not meet the minimum eligibility requirements to be promoted to the next higher classification, provided the "check off" process in 34.5 has been successfully completed.
- 34.3 Firemedic Trainees will not work out of classification.
- 34.4 No employee will act out of classification until they complete one year of probationary status, whether initial or conditional, within their classification.
- 34.5 Employees will not begin the "check off" process until they have been in grade 6 months. The "check off" process for the positions of Acting Battalion Chief, Acting Captain and Acting Firemedic Officer (or Rescue Lieutenant) shall include at a minimum fire officer development subject matter. The development of and informational content for the "check off" process shall be an appropriate subject for discussion at Labor-Management Committee meetings, Acting points for the purpose of promotion will not be granted during the employee's probationary period. No employee will act out of classification until properly trained and "checked off" to do so and the proper documentation is on file with the Training Division.
- 34.6 Employees who are not "checked off" to act in a higher classification by their superior officer within one year of probationary status must have such reasons documented in writing. If the officer does not feel the employee is prepared to act out of classification, after documenting the reasons the employee will be assigned, by the Chief of Operations, to a second officer for 10 shifts to be reevaluated. Should the second officer concur, the Fire Chief or his/her designee may elect to prohibit the employee from acting out of classification.
- 34.7 All employees will be paid for all hours worked out of class on a bi-weekly basis, payable one (1) pay period in arrears. The pay will be automatically calculated using the daily staffing report.
- 34.8 Acting out of classification will be distributed as equally as possible to those qualified. Long-term acting assignments may be filled from leading candidates on the appropriate promotional list.

ARTICLE 35
LABOR MANAGEMENT COMMITTEE

- 35.1 All too often, after a contract has been agreed to by both parties, the only formal means of communication between labor and management is the contractual grievance procedure. That line of communications is typically one of adversaries; such as "win-lose". This environment is clearly not conducive to solving matters of mutual concern. Because an

alternate communications channel does not exist, management, in some cases, is often unaware of the operational problems which could potentially develop into labor relations disputes. The purpose of this committee is to provide a forum in which to deal with such day-to-day problems, in a systematic, constructive fashion, and hopefully resolve these matters that would ultimately land on the bargaining table at contract time.

- 35.2 Meetings shall be held on a monthly basis, with the date, time and place mutually agreed to by both parties. Each party shall exchange an agenda one week prior to the meeting. Topics not on the agenda shall not be discussed, but rather shall be placed on the following month's agenda. Other items may be added to the agenda by mutual consent. If there are no issues to discuss, the Employer and the Union may mutually agree to cancel any given labor management meetings.
- 35.3 Each party shall be limited to three (3) individuals unless otherwise agreed.

ARTICLE 36 **SAVINGS CLAUSE**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 37 **PERSONNEL FILES**

- 37.1 The Civil Service Office shall be considered the official repository of personnel files for employees in the bargaining unit.
- 37.2 Any disciplinary documentation inserted into a personnel file shall be signed by and/or a copy provided the employee.
- 37.3 The employee shall have the right to include in his personnel file written refutation of any disciplinary documentation he considers to be detrimental.
- 37.4 The employee shall have the right to review and copy (at his expense) his personnel file.
- 37.5 The Human Resources Department shall be the official repository for information related to the administration of this contract.

ARTICLE 38 **WORKWEEK, TOUR OF DUTY, AND PAY PERIOD**

- 38.1 **Variable Workweek:** The variable workweek shall be defined as an average of 48 hours per calendar week or 96 hours per 14-day pay period.
- 38.2 **Tour of Duty:** A twenty-four (24) hour tour of duty, commencing at 8:00 a.m., shall be in effect for variable workweek personnel. Each of three (3) established platoons, or shifts, shall work a twenty-four (24) hour tour of duty followed by forty-eight (48) hours off. Each platoon, or shift, shall work a different twenty-four (24) hour tour of duty. Each employee will have an "R-Day" every 7th shift. R-Days will be re-bid each September, and will take effect at the beginning of the first 6 week pay-cycle of the following January. The R-Days will be bid based on seniority as defined in Article 39.
- 38.3 Due to the nature of this tour of duty schedule one platoon, or shift, will be burdened with working Christmas and New Years day two years in a row. In order to relieve this

burden, every leap year there will be a platoon, or shift, rotation. Prior to February 29th a schedule will be developed through Labor Management meetings for implementation so that no platoon, or shift, will incur a loss of compensation within the FLSA period. Each employee will be given comp time in accordance with the Fair Labor Standards Act. No employee's salary shall be affected by this action.

- 38.4 Employees in Training Instructor and Fire Inspector (Plans Examiner) classifications shall be assigned a normal workweek of forty (40) hours during a seven (7) day period. The normal workday shall be 8:00 a.m. to 5:00 p.m. Employees shall be permitted a one (1) hour lunch period and two (2) fifteen-minute break periods. The normal work day and workweek may be changed at the discretion of the Fire Chief, however, prior to changing the normal work day or workweek the Fire Chief will meet and discuss his intent to alter the normal work day with the Union's authorized representatives.
- 38.5 If a jerry list is ever needed, the responsibility of designating the policy and procedures governing the policy change will be handled through Labor Management Committee meetings.
- 38.6 Variable workweek employees with an R-Day on Monday, Tuesday, Thursday or Friday work a rotating schedule of 120, 96 and 72 hours every two weeks, but work one hundred forty-four (144) regularly scheduled hours in the three (3) week, twenty-one (21) day FLSA pay cycle. The county will pay ninety-six (96) hours, regardless of the R-Day. The Union and employee holds the Employer harmless for holding twenty-four (24) hours of pay during the one hundred twenty (120) hour cycle and paying it during the seventy-two (72) hour cycle, provided the employee is paid 288 regularly scheduled hours over the six (6) week period.
- 38.7 Variable workweek employees will be required to work a minimum of 1248 hours on an annual basis. For calculation purposes only, the annual period will be based upon the time worked between an employee's successive performance review dates. All compensable hours worked by an employee, along with all approved forms of leave, shall be applied in the computation of hours worked in the time period between performance review dates. Unexcused sick time of up to 120 hours may also be used in the computation of hours in the time period between performance review dates. Variable workweek employees who fail to meet these requirements will not be eligible for a merit increase. Market equity adjustments will not be affected. For PRD review periods less than one (1) year, the minimum number of hours (1248) shall be prorated for the number of full months within the shortened review period.

ARTICLE 39 **SENIORITY**

- 39.1 Seniority is hereby defined as continuous service with Hillsborough County Fire Rescue, the former Hillsborough County Fire Department, the former Hillsborough County Department of Emergency Medical Services, or any continuous combination thereof. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, or any other termination of employment.
- 39.2 For those individuals who have the same seniority date, birth date shall determine who is the most senior.

ARTICLE 40
BULLETIN BOARDS AND COMMUNICATIONS

- 40.1 The Union shall be entitled to one bulletin board not to exceed three feet by three feet, at each station for Union business and positioned in an area agreeable to the Employer and the Union.
- 40.2 The Employer agrees to distribute Union memos and meeting notices, approved by the Fire Chief or his designee, through interdepartmental mail. The interdepartmental mail courier will only transport materials during the normal course of his duties.

ARTICLE 41
SUBSTANCE ABUSE POLICY

- 41.1 **Substance Abuse Prohibited:**
- A. All employees are prohibited from using, possessing, selling, distributing, dispensing (not including line of duty work by Fire Medics, Firefighter/Paramedics or EMT's) or manufacturing a controlled substance, alcohol, or illegal drugs while at work, on Hillsborough County property, in County vehicles, or while off the premises performing work for the County.
 - B. All employees are prohibited from reporting for work or performing work while impaired by a controlled substance, alcohol, illegal drug; or using County property or one's position to divert, facilitate the manufacture, distribution, sale, dispensation, possession or use of a controlled substance or illegal drug.
 - C. All employees must notify their supervisor as soon as possible, but not later than five (5) calendar days if they have been convicted of a criminal drug statute. This also applies to an alcohol related driving offense.
 - D. When there is reasonable suspicion that the employee is under the influence or is impaired by alcohol and/or an illegal controlled substance, the County may require the employee to submit immediately to medical tests administered for drug testing which include the chemical analysis of urine, breath and/or blood.
 - E. If an employee is requested or required to submit to such an examination or test, the employee must agree in writing to allow the results of such test or tests to be disclosed to and utilized by the County. A refusal to release the test results will be considered a positive test and will be subject to discipline in accordance with 41.2 below.
 - F. The employee may avail themselves of treatment and rehabilitation through the County provider, or at their option, may seek treatment and rehabilitation through a private provider at their own expense.
 - G. An employee who fails to complete a treatment and rehabilitation program, if offered, will be subject to discipline up to and including termination.
 - H. An employee who, having successfully participated in a treatment or rehabilitation program, again engages in conduct prohibited by this article shall be terminated.
 - I. The Employer recognizes that alcoholism and drug abuse can be successfully treated enabling the employee to return to a satisfactory job performance level. The employee's decision to voluntarily enter a treatment and rehabilitation program will not be used as the basis for disciplinary action. Employees who are concerned about

their alcohol and/or drug abuse are strongly encouraged to voluntarily seek assistance from the Employee Assistance Program that is available as a resource for all employees, or a private provider of the employee's choice and at the employee's expense.

41.2 **Reasonable Suspicion Testing:**

- A. "Reasonable Suspicion" is defined as a belief based on objective facts and the rational inferences which may be drawn from such facts, or based on direct or reported observations from a verifiable source that the particular employee is using or is impaired by drugs or alcohol.
- B. When reasonable suspicion exists and an employee is requested to submit to alcohol and/or drug test and refuses, or when any employee violates any aspect of this article, the employee may be subject to disciplinary action including termination.
- C. Depending upon the circumstances, the Employer may, at its sole option, suspend all or part of a disciplinary action for the first offense and allow the employee to participate in treatment and rehabilitation program, enabling the employee to permanently cease the prohibited conduct. The determination of disciplinary action may be suspended until such time as the treatment is completed and is not subject to any other time limits for disciplinary action. The employee will be suspended without pay for the duration of counseling and rehabilitation but may utilize any available accrued annual or sick leave time.
- D. Upon successful completion of treatment, the employee will be subject to a return-to-work test prior to return to duty. A negative test result must be obtained prior to an employee's return to work. Thereafter, an employee will be subject to follow-up testing as recommended by a licensed counselor, but not less than six (6) follow-up drug tests in the twelve (12) month period from the date the employee actually reports back for duty. The biannual drug test is not considered a follow-up test.

41.3 **Biannual Drug Testing:**

- A. All employees covered by this agreement occupy safety sensitive positions and are subject to a biannual drug test.
 - 1. Prior to the commencement of each respective biannual drug testing period, a computer program, designed specifically for such use, will randomly select 50% of all bargaining unit employees. Any list generated by this program shall be done so in a union representative's presence and an electronic password-protected copy shall also be provided for verification purposes.
 - 2. Employee testing will commence not early than the first calendar day of January and July and shall terminate on the last calendar day of those months.
 - 3. All employee biannual drug testing shall be completed no later than the last calendar day of January and July, with the only exception being noted in 41.3B.
- B. In the event an employee's biannual drug, test that has not been tampered with by the employee, results in a non-testable sample, as determined by the laboratory, then said employee will be notified within 14 days of the initial test, and will submit to subsequent tests until a valid result is obtained. If notification cannot be made within 14 days because of the absence of the employee, notification will occur as soon as possible upon their return to work. Employees

will not normally be subject to random testing beyond 14 days from the initial test, absent any proper and qualified notification. The Employer retains the right to test an employee at any time as provided in 41.2 above.

- C. If an employee fails to pass the biannual drug test, that employee will be referred to the Employee Assistance Program for counseling, treatment and rehabilitation unless this is the second positive test for the employee. The employee will be suspended without pay for the duration of counseling and rehabilitation, but may utilize any available accrued annual or sick leave time.
- D. Upon successful completion of treatment, the employee will be subject to a return-to-work test prior to return to duty. A negative test result must be obtained prior to an employee's return to work. Thereafter, an employee will be subject to follow-up testing as recommended by a licensed counselor, but not less than six (6) follow-up drug tests in the twelve (12) month period from the date the employee actually reports back for duty. The biannual drug test is not considered a follow-up test.

41.4 **Prescription Drugs:**

- A. An employee who has been prescribed or legally issued medication that might in any way impair the ability to perform his/her job must notify their supervisor before reporting for duty. As part of such notification Hillsborough County Fire Rescue may require the employee to bring a copy of the monograph issued by the pharmacy which describes possible uses, directions, precautions, drug interaction or adverse effects.
- B. The Department of Human Resources in consultation with an appropriate medical authority shall determine whether the individual can work while taking the medication. If it is determined that the employee cannot perform his job without impairment caused by the medication, the employee will be placed on sick leave, annual leave, or medical leave without pay until the condition for which such medication is being taken no longer exists or use of medication causing impairment has been discontinued.

41.5 **Testing Procedures:**

The testing procedures for the biannual process will be as set forth below.

(The Employer will notify the Union by October 31, 2006 if the Employer intends to conduct biannual testing pursuant to this article in January of 2007. Further, if the biannual drug testing is not conducted in January 2007, then the Employer must notify the Union by March 31, 2007 if the Employer intends to conduct biannual testing pursuant to this article in July of 2007. In the event the Employer does not provide notice to the Union by March 31, 2007, then testing will be conducted in June 2007 to the terms and conditions of Article 41 of the FY 04-05 collective bargaining agreement.

The biannual testing will not commence until January of 2008 provided that the process cannot be implemented prior to March 31, 2007.)

- A. No employee drug testing shall take place within the structural confines of a fire station.
- B. Every reasonable effort will be made to obtain the most accurate drug test results.

- C. Testing procedures will include a two-tiered testing program to ensure maximum accuracy in the test results, observation of specimen collection, and chain of custody documentation. This method allows for splitting the urine specimen provided by the employee and testing one half of the specimen for results. The other half is retained for testing in the event an employee challenges the initial test result. An employee may challenge the initial drug test result, at their own expense, by notifying the Medical Review Officer or collection site coordinator of their desire to challenge the result.
- D. Additionally, a two-tiered procedure means that an initial positive test will be confirmed by the use of a G.C.M.S. (gas chromatography test with mass spectrometry) or an equivalent scientifically accepted method that provides quantitative data about the detected drug. The Employer will notify the Union in the event of a change from the G.C.M.S. test to another testing procedure. All lab work will be performed by a Health & Human Services (HHS) certified facility.
- E. Alcohol testing shall consist of a standard breath alcohol test, and if positive, a confirming blood alcohol procedure.

41.6 **Records of Drug Testing:**

- A. The results of drug screening or alcohol tests shall not be included in an applicant's or an employee's file but shall be retained by the Department of Human Resources in a separate medical file, exempt from public inspection.
- B. Any conditions of employment established as a result of a positive test will become part of the employee's personnel file.
- C. Test results and ancillary information may only be disclosed to management personnel on a need-to-know basis or to any person upon the written consent of the employee.
- D. All positive drug test results shall be made available to the employee upon their request within 14 days of the initial test.

41.7 **Training and Study of Substance Abuse Issues:** The Union and Hillsborough County Fire Rescue agree to cooperate in a joint effort to provide employees with additional information regarding testing procedures, identification of drug use, and treatment programs.

ARTICLE 42
REDUCTION-IN-FORCE

- 42.1 Because of changes in programs, lack of funds, decrease in work, or for any other legitimate reason making it necessary for the Employer to reduce the work force, a standard reduction-in-force procedure will be followed to carry out the layoff in a fair and orderly way.
- 42.2 The employee's termination under this article is to be considered as a result of the reduction-in-force and not discipline and in no way shall affect the employee's COBRA, unemployment compensation, and other statutory rights and benefits.
- 42.3 In the event of a reduction-in-force, the following procedure shall be adhered to:

ORDER OF LAYOFF: Upon determination that a layoff is necessary a list of employees ranked in the order in which they are laid off will be prepared and posted. The procedure for developing the layoff list is as follows:

1. Employees in each classification will be rank ordered according to department seniority and veterans preference points (6 points) with the least senior employee listed first.
2. Initial probationary employees shall be laid off first and promotional probationary employees will be returned to former class.

Department seniority is defined as 1 point for each full month of service with Hillsborough County Fire Rescue.

An employee designated for layoff may be entitled to bump an employee in a lower classification in the department if the employee has:

- 1) more seniority than the employee to be bumped;
- 2) is qualified for the position.
- 3) is capable of performing the duties of the lower classification.

A bumped employee can also exercise the same bumping privilege into a lower classification

- 42.4 **ORDER OF RECALL:** Employees shall be recalled from layoff in reverse order of the order of their layoff provided that they are currently qualified to perform the work in the job classification to which they are recalled.

Employees separated from employment shall be granted the right of first refusal at their pay grade or below for other vacant positions under the County Administrator provided they are qualified for the position. Right of first refusal shall be effective the date of layoff or reduction in grade.

After 12 months the above-mentioned re-employment rights shall cease. Those rights will be extended an additional 6 months upon written request from the employee.

Recall will be made by certified mail to the last address in the Employer's records. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to Hillsborough County Fire Rescue.

Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A physical exam may be required by the Employer. A laid off employee when offered recall who is temporarily unable to accept due to medical reasons as certified by an attending physician may request an extension of their recall not to exceed thirty (30) days.

Recall from layoff shall be in the order of classification seniority.

An employee recalled within twelve (12)/eighteen (18) months shall keep the same classification seniority date as existed before the layoff.

- 42.5 **BENEFIT STATUS:** During the period in which an employee remains on a preferential re-employment list, the employee shall not receive termination payments (i.e., annual leave, sick leave, pension). All benefits shall cease during the layoff period. Health and life insurance may be continued at the employee's expense.

42.6 **EMPLOYMENT STATUS:** An individual who has been laid off shall not be considered as having completely terminated from the County's employment so long as the individual remains on a preferential re-employment list. However, when an individual's name is removed from the preferential list because:

- acceptance of a County position other than the classification from which the employee was laid off;
- rejection of an offer of re-employment;
- eighteen (18) months eligibility has expired; or
- removed due to death.

The removal of the name from the lists shall constitute complete termination from employment.

42.7 **RETIREMENT/RESIGNATION:** Individuals who are identified for layoff who are eligible and choose to retire or take deferred retirement shall not be placed on preferential re-employment lists. Employees who retire or resign will be treated according to policy.

For purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff shall not be credited in the calculation of benefits.

Upon re-employment, the employee shall be allowed to include all service which was creditable on the date of the layoff when computing the employee's length of service provided that the employee is re-employed within twelve (12)/eighteen (18) months of the effective date of layoff.

The employee's Salary Review Date is adjusted by adding the length of the layoff to the Salary Review Date held at the time the dismissal became effective.

All benefits to which the employee was entitled on the date of dismissal, and for which not otherwise compensated, are re-established on the date of re-employment. No further benefits accrue during the actual period of the layoff.

Upon returning to employment in the same classification, the employee is given the same rate of pay held at the time of dismissal. An employee accepting other than the same classification shall be paid in accordance with the appropriate pay grade at the minimum of the salary range unless circumstances justify some other wage.

ARTICLE 43 **UNION LEAVE ACCOUNT**

43.1 The Union will maintain a Union Leave Account for the purpose of enabling members of the union Executive Board, or designee, to attend union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union Leave Account. Requests for union leave shall be in writing and shall be submitted to the Fire Chief, or his designee, at least twenty-four (24) hours prior to the commencement of union leave. When it is not feasible to submit a written request providing twenty-four (24) hours notice, a verbal request may be made stating the reason for the short notice, and this verbal request shall be later confirmed in writing. Requests shall not be unreasonably denied. Salary and overtime pay, if any, incurred in replacing the union representative(s) authorized union leave shall be deducted from the union leave account. Authorization for union leave shall be limited by the amount available in the Union Leave Account.

- 43.2 On the first full pay period in October 2004, and each October thereafter, the Employer shall deduct eight (8) hours accumulated annual leave from each union member and add it to the existing balance of the Union Leave Account. The Union may request one additional annual deduction, in an amount and at a time to be determined, if approved by the membership.
- 43.3 The Union may request voluntary contributions to the Union Leave Account from the membership. The voluntary donation may be either annual or sick leave and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction.
- 43.4 Circumstances under which the Union Leave Account may be charged:
- A. As defined and approved in paragraph 43.1.
 - B. In emergency circumstances, as designated and requested by the Union President, or his designee.
- 43.4 The Employer may authorize absences with pay, referred to as Professional Leave, when believed to be in the best interest of the department and/or the Employer. Absences authorized under this sub-article are considered time worked for the purpose of overtime calculation. Absences for Professional Leave will not be deducted from the Union Leave Account.

ARTICLE 44 LOST OR DAMAGED EQUIPMENT

- 44.1 **RESPONSIBILITY:**
The parties agree that an employee is responsible for equipment that is lost or damaged due to misconduct or misuse of the equipment on the part of the employee. Lost and damaged equipment, as a result of traffic accidents, are included in the purview of this article. The parties agree that an employee may be required to pay up to a maximum of \$250 for the actual or lost damaged equipment, but not the labor required to repair or replace said items, that is lost or damaged due to misconduct or misuse of the equipment on the part of the employee. The amount to be paid may not exceed the value of item. Deductions of between \$25 and \$50 per paycheck will be assessed by the Lost or Damaged Equipment Committee.
- 44.2 **DETERMINATION OF CAUSE:**
- A. The Fire Chief will establish a committee consisting of five members to investigate and determine the level of responsibility of the employee who lost or damaged the equipment.
 - B. At least two members will be appointed by the Union. Two by the Fire Chief. One by mutual agreement of the other four members.
 - C. The committee will make a recommendation to the Fire Chief regarding the appropriate level of employee responsibility.
- 44.3 **LEVELS OF RESPONSIBILITY:**
- A. *Willful Misconduct:*
 - 1. The damage or loss of equipment was the result of willful misconduct on the part of the employee.

2. The incident may also result in disciplinary action up to and including dismissal. Consideration of the monetary fine will be considered as part of the disciplinary action.

B. Failure to Take Reasonable Precaution:

1. The damage or loss of equipment was caused because the employee failed to take reasonable precautions to prevent the incident, but no willful misconduct existed.
2. The incident may result in disciplinary action including a suspension, reprimand, or re-training. Consideration of the monetary fine will be considered as part of the disciplinary action.

C. Extenuating Circumstances:

1. The damage or loss of equipment was caused because the employee failed to take reasonable precautions but extenuating circumstances existed which made the loss or damage very difficult to prevent.
2. The incident may result in disciplinary action including a reprimand or re-training.
3. In extenuating circumstances, the employee will not be responsible for monetary damages.

- 44.4 Depreciation levels may be assigned to items that are appropriate, such as helmets, etc., but will not be reduced to a value below 50% of the replacement cost.
- 44.5 This article shall be an appropriate subject for discussion at Labor-Management Committee meetings, and any changes that are mutually agreed, in writing, will become effective as soon as approved by the Fire Chief. Labor management meetings will be used as the monitoring point for pending/action review required by the five (5) member Lost or Damaged Equipment Committee.

ARTICLE 45
COMMUNITY RELATIONS & CHARITY WORK

- 45.1 The Employer and the Union recognize the importance of public education and community service. The Employer agrees to allow fire rescue equipment and personnel to be used for said purposes in the stations first alarm area with on-duty personnel. Participation will be at the discretion of the apparatus officer who must ensure that the crew can readily respond within the mandates of the HCFR Policies and Procedures Manual. Activities may include, but are not limited to, fire safety presentations, school demonstrations, the MDA Boot Drive and participation in holiday activities.
- 45.2 Participation requested by the public, civic group, business or school through HCFR administration or Public Education Division will not be at the discretion of apparatus officer.

On behalf of the Hillsborough County Board of County Commissioners and the International Association of Firefighters, Local 2294, the aforementioned agreement has been duly executed this ____ day of _____ 2006.

FOR HILLSBOROUGH COUNTY:

**FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS;**

Pat Bean
County Administrator

George P. Sucarichi
President, IAFF Local 2294

George A. Williams
Human Resources Director

Christopher A. Boles
Secretary, IAFF Local 2294

John L. Wever, PHR
Labor Relations Manager

Cletus D. Squires III
Treasurer, IAFF Local 2294

**FOR HILLSBOROUGH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

	Approval	Date
County Attorney	_____	_____

Jim Norman, Chairman

ATTEST: **Pat Frank**
Clerk of the Circuit Court

By: _____
Deputy Clerk

EXHIBIT A

Year 1 - FY 2006

<i>Rank</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>	<i>Step 11</i>	<i>Step 12</i>	<i>Step 13</i>
48 Hour Suppression Employees													
FireMedic Trainee (DJ)													
Annual at 2496 Hours	\$28,429.44	\$29,427.84	Promoted or										
Hourly	\$11.39	\$11.79	Terminated										
FireMedic Trainee (P) (DJ)													
Annual at 2704 Hours	\$28,429.44	\$29,427.84	Promoted or										
Hourly	\$10.51	\$10.88	Terminated										
Firefighter (DK)													
Annual at 2496 Hours	\$35,568.00	\$36,816.00	\$38,113.92	\$39,436.80	\$40,809.60	\$42,232.32	\$43,704.96	\$45,227.52	\$46,800.00	\$48,447.36	\$50,144.64	\$51,891.84	\$53,713.92
Hourly	\$14.25	\$14.75	\$15.27	\$15.80	\$16.35	\$16.92	\$17.51	\$18.12	\$18.75	\$19.41	\$20.09	\$20.79	\$21.52
Firemedic I													
Annual at 2496 Hours	\$38,887.68	\$40,110.72	\$41,383.68	\$42,681.60	\$44,029.44	\$45,427.20	\$46,874.88	\$48,372.48	\$49,920.00	\$51,517.44	\$53,189.76	\$54,912.00	\$56,684.16
Hourly	\$15.58	\$16.07	\$16.58	\$17.10	\$17.64	\$18.20	\$18.78	\$19.38	\$20.00	\$20.64	\$21.31	\$22.00	\$22.71
Driver Engineer (DL)													
Annual at 2496 Hours	\$42,232.32	\$43,704.96	\$45,227.52	\$46,800.00	\$48,447.36	\$50,144.64	\$51,891.84	\$53,713.92	\$55,585.92	\$57,532.80	\$59,554.56	\$61,651.20	
Hourly	\$16.92	\$17.51	\$18.12	\$18.75	\$19.41	\$20.09	\$20.79	\$21.52	\$22.27	\$23.05	\$23.86	\$24.70	
Firemedic III													
Annual at 2496 Hours	\$46,225.92	\$47,698.56	\$49,221.12	\$50,793.60	\$52,440.96	\$54,138.24	\$55,885.44	\$57,707.52	\$59,579.52	\$61,526.40	\$63,548.16	\$65,644.80	
Hourly	\$18.52	\$19.11	\$19.72	\$20.35	\$21.01	\$21.69	\$22.39	\$23.12	\$23.87	\$24.65	\$25.46	\$26.30	
Firemedic IV													
Annual at 2496 Hours	\$53,189.76	\$54,912.00	\$56,684.16	\$58,531.20	\$60,428.16	\$62,400.00	\$64,446.72	\$66,568.32	\$68,764.80				
Hourly	\$21.31	\$22.00	\$22.71	\$23.45	\$24.21	\$25.00	\$25.82	\$26.67	\$27.55				
Captain (DN)													
Annual at 2496 Hours	\$52,690.56	\$54,537.60	\$56,434.56	\$58,406.40	\$60,453.12	\$62,574.72	\$64,771.20	\$67,042.56	\$69,388.80	\$71,809.92	\$74,330.88		
Hourly	\$21.11	\$21.85	\$22.61	\$23.40	\$24.22	\$25.07	\$25.95	\$26.86	\$27.80	\$28.77	\$29.78		
Fire Inspector - 48 Hour													
Annual at 2496 Hours	\$52,690.56	\$54,537.60	\$56,434.56	\$58,406.40	\$60,453.12	\$62,574.72	\$64,771.20	\$67,042.56	\$69,388.80	\$71,809.92	\$74,330.88		
Hourly	\$21.11	\$21.85	\$22.61	\$23.40	\$24.22	\$25.07	\$25.95	\$26.86	\$27.80	\$28.77	\$29.78		
40 Hour Suppression Employees													
Fire Res. Training Officer (EL)													
Annual at 2080 Hours	\$52,686.40	\$54,537.60	\$56,451.20	\$58,427.20	\$60,465.60	\$62,587.20	\$64,771.20	\$67,038.40	\$69,388.80	\$71,822.40	\$74,339.20		
Hourly	\$25.33	\$26.22	\$27.14	\$28.09	\$29.07	\$30.09	\$31.14	\$32.23	\$33.36	\$34.53	\$35.74		
Fire Inspector - 40 Hour													
Annual at 2080 Hours	\$52,686.40	\$54,537.60	\$56,451.20	\$58,427.20	\$60,465.60	\$62,587.20	\$64,771.20	\$67,038.40	\$69,388.80	\$71,822.40	\$74,339.20		
Hourly	\$25.33	\$26.22	\$27.14	\$28.09	\$29.07	\$30.09	\$31.14	\$32.23	\$33.36	\$34.53	\$35.74		

EXHIBIT B

Year 1 - FY 2006 APRIL

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48 Hour Suppression Employees													
FireMedic Trainee (DJ)													
Annual at 2496 Hours		\$28,429.44	\$29,427.84	Promoted or									
Hourly		\$11.39	\$11.79	Terminated									
FireMedic Trainee (P) (DJ)													
Annual at 2704 Hours		\$28,429.44	\$29,427.84	Promoted or									
Hourly		\$10.51	\$10.88	Terminated									
Firefighter (DK)													
Annual at 2496 Hours	\$35,568.00	\$36,816.00	\$38,113.92	\$39,436.80	\$40,809.60	\$42,232.32	\$43,704.96	\$45,227.52	\$46,800.00	\$48,447.36	\$50,144.64	\$51,891.84	\$53,713.92
Hourly	\$14.25	\$14.75	\$15.27	\$15.80	\$16.35	\$16.92	\$17.51	\$18.12	\$18.75	\$19.41	\$20.09	\$20.79	\$21.52
Firemedic I													
Annual at 2496 Hours	\$39,886.08	\$41,109.12	\$42,382.08	\$43,680.00	\$45,027.84	\$46,425.60	\$47,873.28	\$49,370.88	\$50,918.40	\$52,515.84	\$54,188.16	\$55,910.40	\$57,682.56
Hourly	\$15.98	\$16.47	\$16.98	\$17.50	\$18.04	\$18.60	\$19.18	\$19.78	\$20.40	\$21.04	\$21.71	\$22.40	\$23.11
Driver Engineer (DL)													
Annual at 2496 Hours	\$42,232.32	\$43,704.96	\$45,227.52	\$46,800.00	\$48,447.36	\$50,144.64	\$51,891.84	\$53,713.92	\$55,585.92	\$57,532.80	\$59,554.56	\$61,651.20	
Hourly	\$16.92	\$17.51	\$18.12	\$18.75	\$19.41	\$20.09	\$20.79	\$21.52	\$22.27	\$23.05	\$23.86	\$24.70	
Firemedic III													
Annual at 2496 Hours	\$47,224.32	\$48,696.96	\$50,219.52	\$51,792.00	\$53,439.36	\$55,136.64	\$56,883.84	\$58,705.92	\$60,577.92	\$62,524.80	\$64,546.56	\$66,643.20	
Hourly	\$18.92	\$19.51	\$20.12	\$20.75	\$21.41	\$22.09	\$22.79	\$23.52	\$24.27	\$25.05	\$25.86	\$26.70	
Firemedic IV													
Annual at 2496 Hours	\$54,188.16	\$55,910.40	\$57,682.56	\$59,529.60	\$61,426.56	\$63,398.40	\$65,445.12	\$67,566.72	\$69,763.20				
Hourly	\$21.71	\$22.40	\$23.11	\$23.85	\$24.61	\$25.40	\$26.22	\$27.07	\$27.95				
Captain (DN)													
Annual at 2496 Hours	\$52,690.56	\$54,537.60	\$56,434.56	\$58,406.40	\$60,453.12	\$62,574.72	\$64,771.20	\$67,042.56	\$69,388.80	\$71,809.92	\$74,330.88		
Hourly	\$21.11	\$21.85	\$22.61	\$23.40	\$24.22	\$25.07	\$25.95	\$26.86	\$27.80	\$28.77	\$29.78		
Fire Inspector - 48 Hour													
Annual at 2496 Hours	\$52,690.56	\$54,537.60	\$56,434.56	\$58,406.40	\$60,453.12	\$62,574.72	\$64,771.20	\$67,042.56	\$69,388.80	\$71,809.92	\$74,330.88		
Hourly	\$21.11	\$21.85	\$22.61	\$23.40	\$24.22	\$25.07	\$25.95	\$26.86	\$27.80	\$28.77	\$29.78		
40 Hour Suppression Employees													
Fire Res. Training Officer (EL)													
Annual at 2080 Hours	\$52,686.40	\$54,537.60	\$56,451.20	\$58,427.20	\$60,465.60	\$62,587.20	\$64,771.20	\$67,038.40	\$69,388.80	\$71,822.40	\$74,339.20		
Hourly	\$25.33	\$26.22	\$27.14	\$28.09	\$29.07	\$30.09	\$31.14	\$32.23	\$33.36	\$34.53	\$35.74		
Fire Inspector - 40 Hour													
Annual at 2080 Hours	\$52,686.40	\$54,537.60	\$56,451.20	\$58,427.20	\$60,465.60	\$62,587.20	\$64,771.20	\$67,038.40	\$69,388.80	\$71,822.40	\$74,339.20		
Hourly	\$25.33	\$26.22	\$27.14	\$28.09	\$29.07	\$30.09	\$31.14	\$32.23	\$33.36	\$34.53	\$35.74		

EXHIBIT C

Year 2 - FY 2007

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48 Hour Suppression Employees													
FireMedic Trainee (F) (DJ)													
Annual at 2496 Hours		\$28,853.76	\$29,852.16	Promoted or									
Hourly		\$11.56	\$11.96	Terminated									
FireMedic Trainee (P) (DJ)													
Annual at 2704 Hours		\$28,853.76	\$29,852.16	Promoted or									
Hourly		\$10.67	\$11.04	Terminated									
Firefighter (DK)													
Annual at 2496	\$37,365.12	\$38,663.04	\$40,010.88	\$41,408.64	\$42,856.32	\$44,353.92	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60
Hourly	\$14.97	\$15.49	\$16.03	\$16.59	\$17.17	\$17.77	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60
Firemedic I													
Annual at 2496	\$41,658.24	\$42,931.20	\$44,254.08	\$45,626.88	\$47,049.60	\$48,522.24	\$50,044.80	\$51,617.28	\$53,239.68	\$54,936.96	\$56,684.16	\$58,481.28	\$60,353.28
Hourly	\$16.69	\$17.20	\$17.73	\$18.28	\$18.85	\$19.44	\$20.05	\$20.68	\$21.33	\$22.01	\$22.71	\$23.43	\$24.18
Driver Engineer (DL)													
Annual at 2496	\$44,353.92	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60	\$58,381.44	\$60,428.16	\$62,549.76	\$64,746.24	
Hourly	\$17.77	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60	\$23.39	\$24.21	\$25.06	\$25.94	
Firemedic III													
Annual at 2496	\$49,345.92	\$50,893.44	\$52,490.88	\$54,163.20	\$55,885.44	\$57,657.60	\$59,504.64	\$61,401.60	\$63,373.44	\$65,420.16	\$67,541.76	\$69,738.24	
Hourly	\$19.77	\$20.39	\$21.03	\$21.70	\$22.39	\$23.10	\$23.84	\$24.60	\$25.39	\$26.21	\$27.06	\$27.94	
Firemedic IV													
Annual at 2496	\$56,684.16	\$58,481.28	\$60,353.28	\$62,300.16	\$64,296.96	\$66,368.64	\$68,515.20	\$70,736.64	\$73,032.96				
Hourly	\$22.71	\$23.43	\$24.18	\$24.96	\$25.76	\$26.59	\$27.45	\$28.34	\$29.26				
Captain (DN)													
Annual at 2496	\$55,361.28	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
Fire Inspector - 48 Hour													
Annual at 2496	\$55,361.28	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
40 Hour Suppression Employees													
Fire Res. Training Officer (EL)													
Annual at 2080	\$55,348.80	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$26.61	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		
Fire Inspector - 40 Hour													
Annual at 2080	\$55,348.80	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$26.61	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		

EXHIBIT D

Year 2 - FY 2007 APRIL

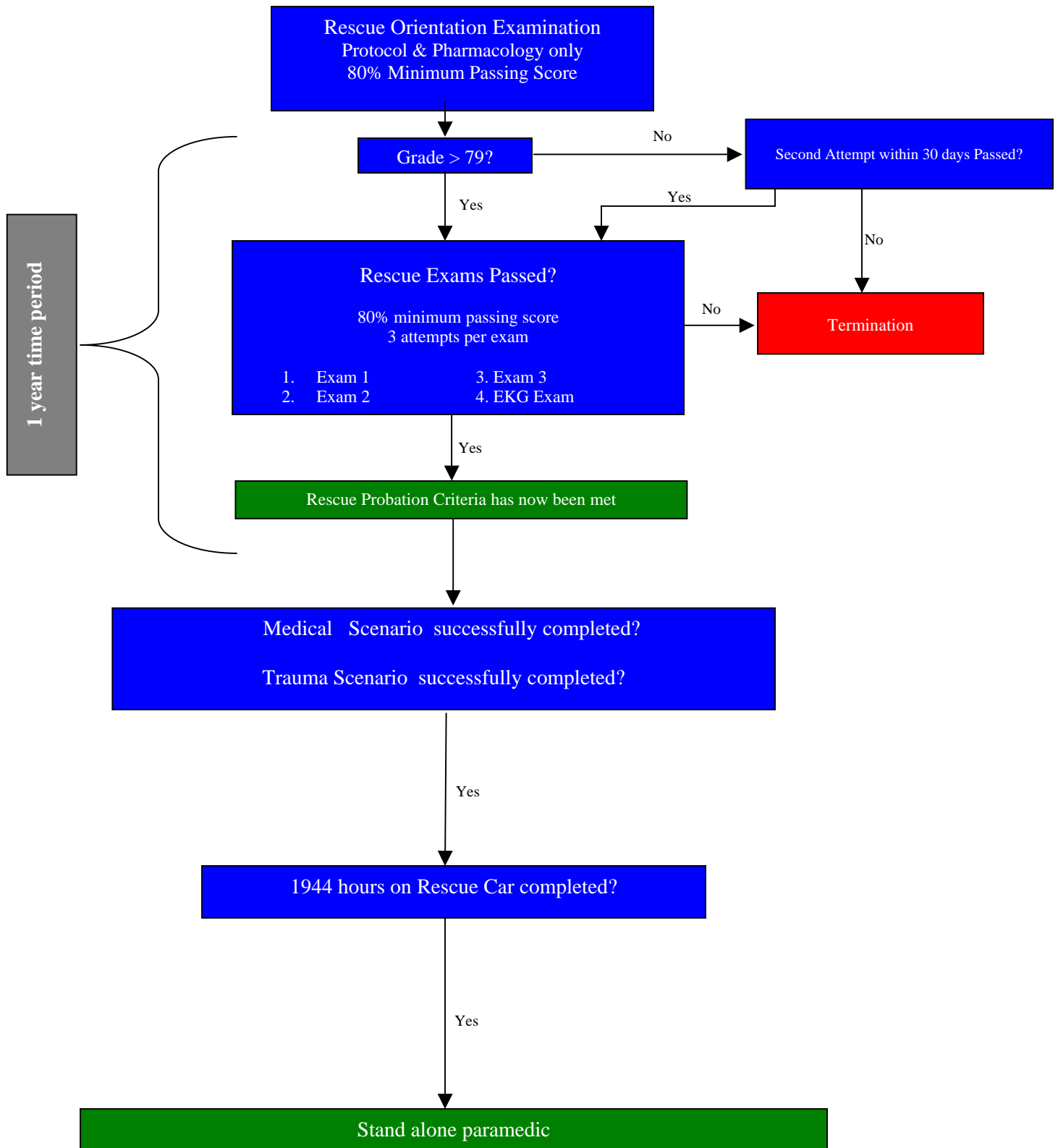
Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
48 Hour Suppression Employees													
FireMedic Trainee (DJ)													
Annual at 2496 Hours		\$28,853.76	\$29,852.16	Promoted or									
Hourly		\$11.56	\$11.96	Terminated									
FireMedic Trainee (P) (DJ)													
Annual at 2704 Hours		\$28,853.76	\$29,852.16	Promoted or									
Hourly		\$10.67	\$11.04	Terminated									
Firefighter (DK)													
Annual at 2496 Hours	\$37,365.12	\$38,663.04	\$40,010.88	\$41,408.64	\$42,856.32	\$44,353.92	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60
Hourly	\$14.97	\$15.49	\$16.03	\$16.59	\$17.17	\$17.77	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60
Firemedic I													
Annual at 2496 Hours	\$42,656.64	\$43,929.60	\$45,252.48	\$46,625.28	\$48,048.00	\$49,520.64	\$51,043.20	\$52,615.68	\$54,238.08	\$55,935.36	\$57,682.56	\$59,479.68	\$61,351.68
Hourly	\$17.09	\$17.60	\$18.13	\$18.68	\$19.25	\$19.84	\$20.45	\$21.08	\$21.73	\$22.41	\$23.11	\$23.83	\$24.58
Driver Engineer (DL)													
Annual at 2496 Hours	\$44,353.92	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60	\$58,381.44	\$60,428.16	\$62,549.76	\$64,746.24	
Hourly	\$17.77	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60	\$23.39	\$24.21	\$25.06	\$25.94	
Firemedic III													
Annual at 2496 Hours	\$50,344.32	\$51,891.84	\$53,489.28	\$55,161.60	\$56,883.84	\$58,656.00	\$60,503.04	\$62,400.00	\$64,371.84	\$66,418.56	\$68,540.16	\$70,736.64	
Hourly	\$20.17	\$20.79	\$21.43	\$22.10	\$22.79	\$23.50	\$24.24	\$25.00	\$25.79	\$26.61	\$27.46	\$28.34	
Firemedic IV													
Annual at 2496 Hours	\$57,682.56	\$59,479.68	\$61,351.68	\$63,298.56	\$65,295.36	\$67,367.04	\$69,513.60	\$71,735.04	\$74,031.36				
Hourly	\$23.11	\$23.83	\$24.58	\$25.36	\$26.16	\$26.99	\$27.85	\$28.74	\$29.66				
Captain (DN)													
Annual at 2496 Hours	\$55,361.28	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
Fire Inspector - 48 Hour													
Annual at 2496 Hours	\$55,361.28	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
40 Hour Suppression Employees													
Fire Res. Training Officer (EL)													
Annual at 2080 Hours	\$55,348.80	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$26.61	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		
Fire Inspector - 40 Hour													
Annual at 2080 Hours	\$55,348.80	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$26.61	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		

EXHIBIT E

Year 2 - FY 2007 JULY 31

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
48 Hour Supression Employees												
FireMedic Trainee (DJ)												
Annual at 2496 Hours	\$28,853.76	\$29,852.16	Promoted or									
Hourly	\$11.56	\$11.96	Terminated									
FireMedic Trainee (P) (DJ)												
Annual at 2704 Hours	\$28,853.76	\$29,852.16	Promoted or									
Hourly	\$10.67	\$11.04	Terminated									
Firefighter (DK)												
Annual at 2496 Hours	\$38,663.04	\$40,010.88	\$41,408.64	\$42,856.32	\$44,353.92	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60
Hourly	\$15.49	\$16.03	\$16.59	\$17.17	\$17.77	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60
Firemedic I												
Annual at 2496 Hours	\$43,929.60	\$45,252.48	\$46,625.28	\$48,048.00	\$49,520.64	\$51,043.20	\$52,615.68	\$54,238.08	\$55,935.36	\$57,682.56	\$59,479.68	\$61,351.68
Hourly	\$17.60	\$18.13	\$18.68	\$19.25	\$19.84	\$20.45	\$21.08	\$21.73	\$22.41	\$23.11	\$23.83	\$24.58
Driver Engineer (DL)												
Annual at 2496 Hours	\$45,901.44	\$47,498.88	\$49,171.20	\$50,893.44	\$52,665.60	\$54,512.64	\$56,409.60	\$58,381.44	\$60,428.16	\$62,549.76	\$64,746.24	
Hourly	\$18.39	\$19.03	\$19.70	\$20.39	\$21.10	\$21.84	\$22.60	\$23.39	\$24.21	\$25.06	\$25.94	
Firemedic III												
Annual at 2496 Hours	\$51,891.84	\$53,489.28	\$55,161.60	\$56,883.84	\$58,656.00	\$60,503.04	\$62,400.00	\$64,371.84	\$66,418.56	\$68,540.16	\$70,736.64	
Hourly	\$20.79	\$21.43	\$22.10	\$22.79	\$23.50	\$24.24	\$25.00	\$25.79	\$26.61	\$27.46	\$28.34	
Firemedic IV												
Annual at 2496 Hours	\$59,479.68	\$61,351.68	\$63,298.56	\$65,295.36	\$67,367.04	\$69,513.60	\$71,735.04	\$74,031.36				
Hourly	\$23.83	\$24.58	\$25.36	\$26.16	\$26.99	\$27.85	\$28.74	\$29.66				
Captain (DN)												
Annual at 2496 Hours	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
Fire Inspector - 48 Hour												
Annual at 2496 Hours	\$57,308.16	\$59,304.96	\$61,376.64	\$63,523.20	\$65,744.64	\$68,040.96	\$70,412.16	\$72,883.20	\$75,429.12	\$78,074.88		
Hourly	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26	\$28.21	\$29.20	\$30.22	\$31.28		
40 Hour Supression Employees												
Fire Res. Training Officer (EL)												
Annual at 2080 Hours	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		
Fire Inspector - 40 Hour												
Annual at 2080 Hours	\$57,283.20	\$59,280.00	\$61,360.00	\$63,502.40	\$65,728.00	\$68,036.80	\$70,408.00	\$72,862.40	\$75,420.80	\$78,062.40		
Hourly	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60	\$32.71	\$33.85	\$35.03	\$36.26	\$37.53		

Appendix F
Rescue Rookie Examination Process



APPENDIX G
GRIEVANCE DESCRIPTION AND TRACKING FORM

Union: International Association of Firefighters
Local 2294
Grievance #: _____

Date of Incident or Violation: ____ / ____ / ____
Location: _____

Name of Employee: _____ Job Title: _____
Station & Shift: _____ Telephone #: _____
Supervisor: _____ Supv. Telephone #: _____

Description of Contract Violation(s):
Article Violated: _____
How Violated: _____

Article Violated: _____
How Violated: _____

(Continue on additional pages if necessary)
Witnesses (Name, Job Title & Phone #):

What is the requested remedy? (Be specific): _____

Signature of Grieving Employee (Or Union Officer for Class Grievance) _____ / ____ / ____
Date

This original grievance form, with all supporting documents, shall be presented in writing to the employee's Battalion Chief within TEN (10) days from the time the employee or Union knew, or should have known, of the violation in question.

IAFF CONTRACT APPENDIX G – GRIEVANCE DESCRIPTION AND TRACKING FORM

STEP I: BATTALION CHIEF

RECEIVED: __/__/__

INITIALS:

The BC shall meet with the employee/Union Rep (if applicable) but in any event shall reach a decision and communicate it to the employee/Union Rep filing the grievance within TEN (10) days from date of receipt.

Response (Attach additional pages if necessary): _____

BC Signature: _____

Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: __/__/__

If matter IS resolved – Copy to HR Labor Relations. Copy to BC's File. **Original to Employee.**

If matter IS NOT resolved, this original form, with all attachments, shall be presented to Step II within TEN (10) days from the date of the BCs' response.

The Fire Chief or Designee shall meet with the employee/Union Rep (if applicable) but in any event shall reach a decision and communicate it to the employee/Union Rep filing the grievance within Ten (10) days from date of receipt.

Response (Attach additional pages if necessary): _____

Fire Chief or Designee's Signature: _____

Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: __/__/__

If matter IS resolved – Copy to HR Labor Relations. Copy to Fire Chief's File. **Original to Employee.**

If matter IS NOT resolved, this original form, with all attachments, shall be presented to Step III within Ten (10) days from the date of the Department Director's response.

The Human Resources Director, or designee, shall meet with the employee/Union Rep (if applicable) in order to reach a decision and will communicate it to the employee/Union Rep filing the grievance within Ten (10) days from date of the meeting.

Response (Attach additional pages if necessary): _____

Human Resources Director, or designee's Signature: _____

Employee/Union Accepts: Y / N Employee/Union Signature: _____ Date: __/__/__

If matter IS resolved – Copy to HR Labor Relations. **Original to Employee.**

If matter IS NOT resolved, this form, with all attachments shall form the basis of the decision to demand arbitration at Step IV within THIRTY (30) calendar days from the date of the Human Resources Director, or designee's response.

The Union hereby demands arbitration on the above grievance action. This demand is accompanied by the Federal Mediation and Conciliation Service (FMCS) list of potential arbitrators as required by the current contract between IAFF Local 2294 and Hillsborough County Board of County Commissioners.

Signature and Date

STRIKE DATE AGREED TO: __/__/__
ARBITRATION DATE SET FOR: __/__/__

The Arbitrator's decision is final and binding.

