

AGREEMENT

BETWEEN

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS

And

THE FLAGLER COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION INC.

October 1, 2018 - September 30, 2021

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the Flagler County Board of County Commissioners, herein referred to as the "County" and the Flagler County Professional Firefighters Association Inc., herein referred to as the "Union". It is the purpose of this Agreement to provide the best service possible in the most efficient manner; to maintain harmonious relations between the County and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards and conditions of employment.

ARTICLE 2 RECOGNITION

- 2.1 The County recognizes the Union as the exclusive bargaining agent for wages, hours, and other terms and conditions of employment for all employees in the job classifications included in PERC Certification No. 1554. All other employees shall be excluded from the bargaining unit and shall not be covered by the terms of this agreement. The covered employees are as listed: All full time employees of the Flagler County Board of County Commissioners in the following classifications: EMT, Firefighter/EMT, Paramedic, Firefighter/Paramedic, Lieutenant Firefighter/Paramedic, and Lieutenant Firefighter/EMT.
- 2.2 In the event the County exercises its right to create any new or alter an existing job classification, the Union shall have the right to petition the Florida Public Employees Relations Commission to request inclusion or exclusion of any such new or altered job classification in/from the certified bargaining unit.

ARTICLE 3 NONDISCRIMINATION

The County, the Union, and any employee covered hereunder agree not to discriminate against any employee for his or her activity on behalf of, or membership in, the Union. Further, the County, the Union, and any employees covered hereunder agree not to discriminate against any employee for his or her activity in opposition to the Union and/or his or her failure or refusal to join the Union. The County and the Union agree that there shall be no discrimination against any employee because of sex, race, color, creed, national origin, handicap, religion, age, **sexual orientation** or marital status; provided, however, that nothing herein shall restrict the County from taking any action to promote or implement equal employment opportunity and affirmative action.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The County reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management, except as expressly limited by Florida Statute 447.209, Public Employer's Rights in Article 4.2 or as modified by a specified provision of this Agreement.
- 4.2 Florida Statue 447.209, Public Employer's Rights: It is the right of the employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.
- 4.3 If the Union asserts that the exercise of any of the aforementioned rights is subject to so called impact bargaining, and such assertion is valid, the County shall have the right to implement and exercise the particular management right no less than 30 calendar days excluding weekends and holidays without regard to the pendency of impact bargaining. Should the union desire to bargain over the impact of any decision made by the County in accordance with the foregoing, it shall provide the County with a written request within thirty (30) calendar days excluding weekends and holidays of receipt of actual or constructive notice of the County's decision. Impact bargaining shall be limited solely to those economic items identified by the Union in its written request.
- 4.4 If in the sole discretion of the County Administrator, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorder, hurricane conditions or any similar or dissimilar catastrophe, 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.
- 4.5 If the County fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the County's right to exercise such functions.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

- 5.1 Any member of the Union who has submitted a properly executed dues deduction card or statement to the County in accordance with a format approved by the County may, by request in writing, have his membership dues deducted from his wages in accordance with the payroll frequency. Dues, assessments and initiation fees so deducted from each employee's salary shall be forwarded by the County to the Union. However, the County shall have no responsibility or any liability for the improper deduction of dues. The Union shall indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities, which arise out of or by reason of any action taken or not taken by the County to comply or attempt to comply with the provisions of this paragraph.
- 5.2 It shall be the responsibility of the Union to notify the County of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the County be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.
- 5.3 Any member of the Union may, on thirty (30) days written notice to the County, require that the county cease making deductions from his wages.

ARTICLE 6

WAGES

- 6.1 The County has agreed to implement a one-time pay adjustment based on a step plan that includes a 22 year matrix with 2.5% increases between each step (see appendix).
- a) For the purpose of calculating the years of service for the one time pay adjustment, December 31st, shall be used as the yearly cutoff date for years of service to place in the matrix for October 1, 2018.
- b) The salary increase shall be inclusive of the 3% COLA given to other County employees and the final year of the former Union Contract's decompression plan and any COLA for fiscal year 2019/20. Employees covered by this agreement will be provided a Cost of Living (COLA) increase will be determined and approved by the Board of County Commissioners.
- 6.2 The implementation of this pay plan will begin effective September 29, 2018. Each bargaining unit member will be placed into the plan based on their current years of service, plus 1 additional year and using 6.1 (a) as a cutoff date.
- a) To offset the initial impact both parties have agreed to implement the salary increases over the first two years of this agreement.
- b) The salary adjustment will be be divided into two equal increases. Therefore each member will receive 50% of the adjustment on October 1, 2018 and 50% of the adjustment on October 1, 2019. This will ensure all members are in their proper step as of October 1, 2019.

c) The salary increase in year 3 on October 1, 2020 shall be the greater of a step in the matrix (2.5%) or a cost of living adjustment (COLA) given to other employees.

6.3 Future salary increases and steps in the matrix or COLA shall not exceed or continue past the life of this contract to include any impasse continuance.

6.4 All employees at the time of appointment to the position of Flight Medic will receive a 3% increase to their base pay.

6.5 All employees promoted to the rank of Lieutenant will receive a 6.10% increase in pay at the time of their promotion.

6.6 The County agrees to reopen negotiations at a mutually agreed upon date for the sole purpose of negotiating wages for each consecutive year that this agreement is in effect.

6.7 The rates of pay, minimum, and maximum range, for full-time employees shall be those shown in Appendix 'A' attached hereto and made a part hereof.

6.8 The position of lead field training officer will receive a 4% increase to their base pay at the time of appointment. The position of field training officer will receive a 3% increase to their base pay at the time of appointment.

6.9 Special Team Pay. County agrees to establish a monthly stipend for the following teams: Technical Rescue Team, Water Rescue Team and Wildland Fire team. \$100.00 stipend per month for one team and \$50.00 per month for second team. Stipend will cease if removed from team. The County will determine the team size, training requirements, and the minimum participation necessary to maintain this stipend. Stipends will cease if removed from team.

County and union agree to implement a Compression plan beginning on October 1, 2015 as noted in Appendix "B".

ARTICLE 7 WORK STOPPAGES

7.1 The Union agrees that under no circumstances shall there be any strike, sympathy strike, picketing in furtherance of work stoppage, sit-down, stay-in, slowdown, work stoppages, boycott, sickout or any concerted failure or refusal to perform assigned work or any part of assigned duties by the employees covered under this agreement.

7.2 Each employee agrees that he will not participate in or promote a strike, sympathy strike, picketing in furtherance of work stoppage, sit-down, stay-in, slowdown, work stoppages, boycott, sick out or concerted failure or refusal to perform assigned work or any part of any assigned duties.

7.3 Any violation of this Article by any employee may be grounds for disciplinary action up to and including discharge.

ARTICLE 8 BULLETIN BOARDS

- 8.1 The County will furnish the Union with space in a location mutually agreed to by the parties for a bulletin board at each County complex. The Union shall provide a bulletin board approximately three feet by two feet.
- 8.2 The Union shall utilize the bulletin board only to post the following:
- A. Notice of Union meetings.
 - B. Notice of Union elections and Union election results.
 - C. Copies of the Union's Constitution and By-laws and Amendments thereto.
 - D. Notice of recreational and social affairs of the Union.
 - E. Copy of this Agreement.
 - F. Notices of dues increase.
 - G. Names of Local Union officials (and changes thereto).
 - H. Local Union newsletter (i.e., monthly, quarterly or annual publication).
 - I. Minutes of Union meetings.
- 8.3 All material to be posted on the bulletin boards shall be signed by an authorized Union Representative prior to the posting. Under no circumstances shall the Union post any notice containing material of a partisan political nature, or material tending to directly or indirectly disparage or demean the County or any of its elected or appointed officials or employees. Should the Union violate any provision of this article, the County Administrator may cancel any or all bulletin board rights provided by this Article. The County Administrator will not act in an unreasonable manner in canceling rights hereunder and will explain the reasons for his actions to the Local President.

ARTICLE 9 WORK SCHEDULE/OVERTIME

9.1 The start of the work week will begin on Sunday at 0800 hours and end the following Sunday at 0759 hours. On a regular schedule, shift employees work 24 hour shifts followed by 48 hours off. The start time for assigned shifts is 0800 hours the day of assignment and will end 0759 the following day. The assignment hours includes all holidays the individual is assigned to work.

The intent of this section is for each employee to earn their full annual salary for the year if they work every one of their regular scheduled shifts or take personal leave for their regular scheduled shifts.

Each employee will be paid overtime (1.5 X the hourly salary) for all hours worked outside the employee's regularly scheduled hours. ~~However, such hours shall be considered straight time to the extent that an employee within the same work week takes personal leave, disciplinary leave or FMLA leave or is out on Worker's Comp. except as provided in~~

~~paragraph 9.1 a.~~ For the purpose of computing any overtime (1.5 x the hourly salary) (scheduled and unscheduled overtime) scheduled personal leave hours that are approved prior to use per article 17.3 will be considered as hours worked. Personal leave not following 17.3 and all other leave for the purpose of computing overtime will be considered as hours not worked and reduce said hours to straight time. This change to this article will automatically expire at the end date of this contract and shall not be extended with any impasse continuance and must be renegotiated to continue.

a) ~~The parties agree to monitor and re-evaluate section 9.1 after 4 months after contract approval and to determine if additional changes are needed to be negotiated.~~

~~a) Personal Leave shall count as hours worked for purposes of calculating regular scheduled overtime pay, which based on the 53/3 schedule below is 3 hours per week.~~

b) Subject to the conditions stated below, County will follow Section 207(k) of the Fair Labor Standards Act, as codified in Sec. 553.230 of the US Department of Labor that provides a partial overtime pay exemption for fire protection personnel who are employed by public agencies. The work period/cycle shall be 7 days and coincide with work week.

c) Overtime pay will appear on the pay check for the pay period for which the overtime occurred.

d) Fire Rescue personnel will receive a level paycheck each week based on the Section 207(K) regularly scheduled average hours of 53 straight and 3 overtime hours, with additions of Holiday pay and overtime worked outside the regular schedule.

e) County and Union agree that the ability of the County to utilize Section 207(k) for all fire protection bargaining unit employees is conditioned on all such employees: (1) being assigned firefighter turn out protective gear which shall be maintained and kept in good working order by employee, the failure of which shall subject employee to disciplinary action by the County; (2) being trained in fire suppression as specified by the County, the failure of which on the part of the employee shall subject such employee to disciplinary action by the County; and (3) being subject to the direction of the incident commander to engage in fire suppression activities, whereby the failure to obey such directives shall subject the employee to disciplinary action by the County of the severest levels of such discipline. Union recognizes that strict compliance of bargaining unit employees is necessary for the County's compliance with Section 207(k). In the event that non-compliance is not corrected after reasonable notice to the Union and opportunity for correction, and the County determines in its sole discretion that the non-compliance jeopardizes its standing with federal law, the County and Union jointly acknowledge that the County has the right to terminate its Section 207(k) payroll system and convert back to its system of paying unit employees as existed prior to this Agreement. Prior to making a non-compliance determination, the County shall notify the Union and the parties shall meet promptly at which time the County shall explain the circumstances upon which the County's proposed declaration of non-compliance is based. The County shall impact bargain this change with the Union for this article.

ARTICLE 10 UNION BUSINESS

- 10.1 Union officers or members of the Executive Board shall be paid by the County only when they perform assigned County duties. To the extent that these employees wish to perform Union duties during their normal work schedules, they may utilize personal leave; provided, however, that they comply with the rules otherwise applicable to personal leave and subject to the prohibitions of Section 447.509, Florida Statutes. (See Section 15.17 for exceptions.)
- 10.2 The County agrees that it will provide written notice to the authorized Union representative as required by this Agreement. Notice will be effective when placed in the United States mail or hand delivered to the Union representative. The Union agrees to notify the County in writing of the names and mailing addresses of its authorized representatives. It shall be the responsibility of the Union to provide the County with notice of changes of its authorized representatives. If the Union fails to provide the County with written notice of a change in authorized representatives, the provision of notice by the County to a previously authorized representative will be deemed effective.
- 10.3 No more than two (2) Union representatives from the Department will be allowed time off without pay up to a maximum of five (5) consecutive work days to conduct Union business (such as meetings conferences, and training), subject to approval by the representatives' department directors/managers. Union representatives desiring to take such time off must request the time off in writing to the department directors'/manager's at least five (5) workdays prior to the effective date of the request. Approval for such requests shall not be unreasonably withheld. Department directors' /managers' decision whether or not to grant time off requests are not grievable or arbitrable under Article XV of this Agreement.
- 10.4 The Union will be provided a list of names and addresses of employees in the bargaining unit subject to the provisions and cost schedule of the Public Records Act, Chapter 119, Florida Statutes.
- 10.5 Two employees of the County, designated by the Union, shall be excused with no loss of pay or benefits for the actual time spent in negotiations with the County.
- 10.6 The County Administrator or his designee shall set time aside quarterly for meeting with the officers of the Union for the purpose of discussing any problems in the bargaining unit.

ARTICLE 11 RULES AND REGULATIONS

- 11.1 Except as modified by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operating bulletins of the County and any amendments thereto
- 11.2 In the event the County exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until and unless the County has informed the Union of such new or amended rule, regulation, policy, procedure, or operating bulletin.

ARTICLE 12 MEDICAL LEAVE

- 12.1 All full-time employees will be allowed medical leave with pay under the Personal Leave System. Regular employees who work greater than twenty (20) hours per week, per year, shall be entitled to medical leave.
- 12.2 Medical leave may be granted for purpose of personal injury, illness or legal guarantee because of exposure to a contagious disease (which is not covered by workers' compensation), or illness of a member of the employee's immediate family (as defined in Article 13.1) which requires the personal care and attention of the employee.
- No more than ten (10) working days per year may be taken for the latter purpose without the approval of the department director/manager. (These latter provisions will be superseded by the provisions of the Federal Family and Medical Leave Act.)
- 12.3 To utilize medical leave, the employee must notify his immediate supervisor or department director/manager within thirty (30) minutes either way of the time set for beginning the employee's scheduled shift. Failure to do so may constitute the basis for disciplinary action. Nothing herein shall prevent the department director/manager from requiring the employee to furnish, as a condition to returning to work, a medical certificate signed by a physician stating the nature of the employee's illness or injury, the dates of treatment, and current ability to assume all assigned job duties.
- 12.4 Medical leave time may be taken in a minimum of fifteen-minute increments and shall be recorded against the employee's total personal leave time for the actual time the employee is away from his assigned work location.
- 12.5 County will allow union personnel to utilize personal leave prior to FMLA.

ARTICLE 13 FUNERAL LEAVE

- 13.1 Funeral leave is granted, with the prior approval of the department director/manager, in the event of a death in the employee's immediate family, which includes an employee's spouse, children, grandchildren, parent, stepparent, grandparent, brother, sister, father-mother-daughter son-in-law, legal guardian, or relative living in the same household.
- 13.2 Regular employees will be granted time off with pay not to exceed one 24 hour shift. Funeral leave in excess of three (3) consecutive shifts may be charged to Personal Leave in accordance with the provisions of Article 17. In the event that a funeral of the deceased is in excess of 200 miles from Flagler County, then 2 regular shifts paid bereavement leave may be granted.
- 13.3 At the discretion of the department director/manager, the employee may be required to provide proof of death in the immediate family before compensation is approved.

ARTICLE 14 DISCIPLINARY ACTION

- 14.1 Employees that require disciplinary action shall follow the County's Progressive Discipline Policy.
- 14.2 Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will date and sign the statement; however, his/her signature does not imply agreement. Said reprimand will be made within a reasonable time of the employer having knowledge of the occurrence.

ARTICLE 15 GRIEVANCE AND ARBITRATION

- 15.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.
- 15.2 A "grievance" is a claimed violation or unfair application of the express provisions of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in

a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may mutually agree in writing to waive Step 1 in any grievance. Grievances are limited to claims, which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The County need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.

The following actions shall not be subject to review as grievances:

Verbal, written warnings and written reprimands, unless the reprimand results in loss of pay, suspension or demotion.

15.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate non-bargaining unit supervisor, within ten (10) work days of the occurrence of the event(s) which gave rise to the grievance or within ten (10) work days of when the event(s) became known to any Union representative on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the supervisor shall forward a copy of the grievance to the County Administrator or his designee. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) a brief statement of facts pertaining to or giving rise to the alleged grievance; and (d) the specific remedy requested. The supervisor shall schedule a meeting to review the grievance with the employee or Union within ten (10) work days after presentation of the grievance. The supervisor shall render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, (if a party to the grievance) and the County Administrator or his designee within ten (10) work days of the meeting.

STEP 2: Any questions which cannot be satisfactorily settled with the immediate non-bargaining unit supervisor may then be taken up with the Fire Chief or his designee. The grievance as specified in writing in Step 1 above shall be filed with the division head within ten (10) work days after the due date for the immediate supervisor's response in Step I above. The Fire Chief or his designee shall meet to discuss the grievance with the grievant (whether it is an individual employee or the Union) within ten (10) work days after presentation of the grievance. The Fire Chief or his designee shall render his decision on the grievance in writing with copies to the grievant (if an

individual employee), the Union, and the County Administrator or his designee within ten (10) work days of the meeting.

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, may then be taken up with the County Administrator or his designee. The grievance as specified in writing in Step 1 above shall be filed with the County Administrator or his designee within ten (10) workdays after the due date for the division head's response in Step 2 above. The County Administrator or his designee shall meet with the grieving party to discuss the grievance within ten (10) workdays after presentation of the grievance. The County Administrator or his designee shall issue his decision in writing on the grievance within ten (10) workdays after the meeting.

15.4 In the event that the grievance is not satisfactorily settled in Step 3 above, the grievant (whether it be an individual employee, the Union, or the Union acting at the request of and on behalf of an individual employee) may seek arbitration by hand delivery or by certified or registered mail of a written notice to the County Administrator within twenty (20) work days of receipt of the County Administrator's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth and discussed at Step 2 of the grievance procedure. Further, no issue identified in this Agreement as not subject to arbitration shall be arbitrated. This exclusion from arbitration includes disciplinary actions which do not directly result in a loss of pay or employment.

15.5 Within fifteen (15) workdays from receipt of such notice of arbitration, the parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the County will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The party requesting arbitration will strike first.

15.6 As promptly as possible after the arbitrator has been selected, at a time mutually agreeable to the parties, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved the County, and the Union in writing. It shall be the obligations of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator shall be equally

divided between the parties at arbitration. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

15.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management in matters of managerial discretion and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.

The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws, and County Ordinances or Resolutions. However, where this Agreement and a County Ordinance or Resolution is inconsistent, the Agreement shall control.

15.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question, which is presented to him, which question must be actual and existing. The party filing the grievance and requesting arbitration over the alleged improper interpretation or application of this Agreement (other than disciplinary action) shall, at all times, have the burden of proving that the grieved interpretation or application was unreasonable as defined in this Agreement. "Unreasonable" shall be defined as lacking in any rational justification. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. Notwithstanding any provision of Florida Law, the parties agree that the standard of review of the arbitrator's decision shall be whether the arbitrator had clear and convincing evidence to establish that the party responsible for the occurrence of the event(s) which gave rise to the grievance acted unreasonably as defined above.

15.9 No decision of any arbitrator or of the County in any one case shall create a basis for retroactive adjustment in any other cases unless it has been agreed to in advance by the parties. All claims for back wages shall be limited to the amount of regular wages that the employee would have earned, less tax, any unemployment compensation and/or interim earnings that he may or might have received during the period involved.

15.10 It is agreed, with respect to the above wages or retroactive adjustment that the County in its discretion will determine the amount of back wages or other

retroactive adjustments for the periods involved. Such determinations shall not be unreasonable as that term is defined above.

15.11 It is with respect to this grievance and arbitration procedure that:

- a. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant are the Union or an individual employee).
- b. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-bared grievance need not be entertained or processed, and only facts disputed as to timing will be subject of any arbitration resulting from the manner. A grievance, which is for any reason not the subject of a timely response by the County, shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.

15.12 Nothing in this Agreement shall prohibit the presence of a Union representative if requested by the individual employee at all steps provided in this procedure.

15.13 Non-dues-paying bargaining unit employees may avail themselves of all of the procedures under this Article. However, nothing herein shall preclude a Union representative from being present at the adjustment of a grievance or the arbitration of a non-dues-paying unit employee's grievance.

15.14 In order to prevent the filing of a multiplicity of grievances on the same question regarding interpretation or compliance where the grievance covers a question common to a number of employees, it shall set forth thereon, the names of the persons of the group and the title and specific assignments of the employees covered by the grievance. In such event, one employee and/or the Union shall be designated by the Union to act as the grievant. Such grievances may, if agreed upon by the Union and the County, be filed at the 3rd Step of the Grievance procedure. Failure of either party to meet with the other as set forth in Step 3 of the Grievance Procedure shall be considered as forfeiture. Time limit may be extended 15 days by mutual written agreement.

15.15 Bargaining unit members are precluded from utilizing the grievance and appeals procedures contained in the County's Personnel Policies and Procedures.

15.16 Any of the time limits established herein may be extended by mutual, written agreement of the parties.

15.17 Grievances will be processed at a mutually convenient time during regular County working hours. This, however does not preclude a meeting which begins during such working hours from continuing past working hours.

One (1) Union Representative will be allowed, without any loss of pay, to attend the formal meetings referenced in this Article, except that this provision applies solely to grievances raised or pursued by the Union acting at the request of and on behalf of an employee or on behalf of the Union. Requests to attend these meetings must be made and will be processed in accordance with Article 10.3. Any time spent by the Union Representative at these meetings, which is outside of his regularly scheduled working hours, will not be considered time worked for purposes of compensation or overtime.

15.18 For the purpose of processing grievances, Step 1 and Step 2 shall be combined if the Unit Supervisor is the same person as the Division Head.

ARTICLE 16 INSURANCE - RETIREMENT

16.1 The County will continue to provide health insurance for all regular employees and offer health insurance to their dependents in the same manner provided to all other County employees.

16.2 The County agrees to provide the necessary help to employees to complete various insurance related claim forms.

16.3 The County agrees to continue to provide life insurance for each eligible employee.

16.4 The County agrees to continue to participate in the Florida Retirement System for each eligible employee.

16.5 Bargaining unit employees will be covered by the Workers' Compensation provisions of the State of Florida.

16.6 ~~The Union will name one (1) employee representative to a countywide health insurance committee. This committee will be charged to seek ways to reduce health care costs to the County and the employee while maintaining good health care coverage. This committee will make recommendations to the~~

~~County Administrator. If the County is to make any changes to the medical benefits, the County will notify the union a minimum of fourteen (14) days prior to any decisions.~~

ARTICLE 17 PERSONAL LEAVE

17.1 Employees covered by this Agreement shall accrue personal leave as follows:

Employment	Weekly Accrual	Annual Equiv	Max Accrual Year
Date of hire-End of 4th	4.616	10	720hrs
Start of 5 th -End of 5th	4.844	10.5	756hrs
Start of 6 -End of 6th	5.077	11	792hrs
Start of 7 -End of 7th	5.305	11.5	828hrs
Start of 8 th -End of 8 th	5.539	12	864 hrs
Start of 9 th -End of 9th	5.772	12.5	900 hrs
Start of 10 th -End of 14th	6.000	13	936 hrs
Start of 15 th -Year on	6.461	14	1008hrs

Accrual shall occur beginning on the employee's date of hire and continuing thereafter on each successive anniversary date. Personal leave shall not be allowed in advance of being earned or awarded. No personal leave may be taken during an employees' initial probationary period.

17.2 Personal leave may also be granted for the following purposes;

- A. Vacation leave.
- B. Absences for transaction of personal business, which cannot, under any circumstances, be conducted during off-duty hours.
- C. Religious holidays other than those designated by the County as official holidays.

17.3 A request for personal leave ~~(except for medical leave under Article 12)~~ shall be submitted ~~to the employee's department director/manager on approved forms~~ not less than three (3) working days prior to the first date of requested leave. ~~A department director/manager may approve leave upon lesser notice where emergency situations warrant. The approval of the leave requests shall be at the discretion of the department director/manager and the County Administrator; provided that approval shall not be unreasonably withheld.~~

- 17.4 Employees shall be paid all their accrued personal leave upon separation from County employment.
- 17.5 Any employee who has accrued in excess of one year's personal leave accrual, may at the employee's option, with the approval of the County, redeem back that excess accrual. This redemption will be held in December of each year. (Up to a maximum of 100 Hours)
- 17.6 County will allow ~~two~~ three and one half employee's per shift to utilize their accrued personal leave from the rank of lieutenant and below using the following methodology:
- a) County will exclude Captains Battalion Chiefs from the 23.5 person leave limitation.
 - b) For the $\frac{1}{2}$ person leave opening above, the leave must be taken between the hours of 2000 hours to 0800 hours corresponding with the flight medic schedule. (This 12 hour increment may be adjusted to correspond with the flight medic schedule) After two consecutive personal time sick notices the County may require a doctor's evaluation explaining why the employee was unable to work.
 - c) Two (2) four (4) hour blocks of leave will be allowed for approved educational leave within a 24 hour period, however, the leave periods cannot overlap and must be taken between the hours of 0800—2300. This leave will not count against the 23.5 person leave limitation and must be approved prior by the Fire Rescue Chief or the Deputy Fire Rescue Chief.
 - d) All leave time included in the 3.5 leave spots must be taken at a minimum of ~~four (4)~~ twelve (12) hour increments.
 - e) County has the right to limit the number of employees that are allowed off per shift when extenuating circumstances arise in order to maintain the efficiency of operations.
 - f) The Fire Chief maintains the right to deny or cancel requested or granted time off when exigent circumstances exist in order to maintain efficiency of division operations in accordance with county policy and Fire Division Operating Guidelines.
 - g) List of possible situations leave may be canceled is not all inclusive and may be amended from time to time; ● weather related emergencies, ● wildfire, ● civil disobedience, ● elevated terror alerts, ● other situations requiring a high level of readiness and/or possible response from the Fire Division deemed necessary by the Fire Chief.
 - h) The parties agree to monitor and re-evaluate section 17.6 after 4 months after contract approval and to determine if additional changes are needed to be negotiated.

ARTICLE 18

TEMPORARY WORK IN A HIGHER CLASSIFICATION

- 18.1 In the event, an employee is required and assigned to work in a vacant higher classification ~~position as a trainee, temporary, incidental, or on emergency basis, he they~~ shall receive a 5% increase in pay for all hours acting in the higher class position provided it for at least twelve contiguous hours at a minimum. ~~do so at no increase in pay. If the employee is required to perform the duties for a period exceeding fifteen (15) consecutive calendar days, the County Administrator, or director/manager shall give the employee a temporary assignment to a higher classification and the employee shall be paid the appropriate rate for the higher classification. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the employee's regular position, and any such temporary increase granted shall not affect the employee's eligibility for normal advancement.~~
- 18.2 ~~The County agrees not to start and stop an assignment, or assign different employees to this assignment solely to prevent an employee from receiving the appropriate rate for the higher classification work performed.~~

ARTICLE 19

DRUG TESTING

- 19.1 The County shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug, or alcohol with reasonable suspicion that the employee is impaired from performing his assigned duties based upon supervisory observation, or in connection with any regularly scheduled physical examination.
- 19.2 Any drug or alcohol testing shall be pursuant to the authority of the County Administrator or the department director/manager with the approval of the County Administrator.
- 19.3 A positive result on a drug or alcohol test may, in the County's discretion, result in appropriate disciplinary action up to and including termination. An employee's refusal to submit to toxicology or alcohol testing in accordance with the provisions of this article may, in the County's discretion, result in disciplinary action up to and including termination. ~~The County shall order an employee, who has, on a first time test, tested positive, to undergo rehabilitation in lieu of or in combination with disciplinary action.~~

19.4 The County Administrator with agreement of the Union, shall establish drug and alcohol testing methodology and procedures, including, but not limited to, the types of substances to be tested for, the handling of prescription drugs, the types of testing to be utilized, and cutoff levels for positive test results.

ARTICLE 20 PROBATION

- 20.1 The standard probationary period for all new Fire Rescue employees shall commence upon hire and will last for one (1) calendar year. Upon the expiration of this time period, the County Administrator shall either:
- (1) approve, in writing, retention of the employee, at which time the employee shall be granted regular status; or (2) in the event the County Administrator shall fail to approve the employee's retention, the employee shall automatically be separated from employment with the County, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.
- 20.2 During the above described probationary period, the employee may be reprimanded, discharged and/or otherwise disciplined for any reason not prescribed by law and it is also agreed that the provisions of the grievance procedure (Article 15) shall not be available as it relates to discipline or dismissal; however, the above said employee shall have access to the grievance procedure (Article 15) as it relates to other matters.
- 20.3 In the event an employee receives a promotion to a higher bargaining unit position or a transfer to a position involving different job duties, the employee shall serve a probationary period of six (6) months of continuous employment. Upon expiration of the time period, (1) the County Administrator shall approve, in writing, that the employee be granted regular status; or (2) in the event the County Administrator shall fail to approve the employee being granted regular status in the higher or lateral position, the employee shall automatically revert to the position from which he was in prior to promotion or transfer. The rejection of probation and reversion decision is grievable but not subject to arbitration under Article 15 of this Agreement.
- 20.4 Demoted employees shall be treated in accordance with Section 20.2 for purposes of this Article, except that demoted employees may grieve, but not arbitrate their rejection of probation.

- 20.5 The length of the probationary period for new, promoted, demoted, or transferred employees may vary in a department where a specific position demands a longer period of training and/or the evaluation of specific qualifications which cannot sufficiently be evaluated within a six (6) month period. A probationary period of longer than six (6) months must be approved by the County Administrator.
- 20.6 The probationary period for new, promoted, demoted, or transferred employees may be extended for a maximum of three (3) months at the discretion of the department head/manager and the County Administrator. The affected probationary employee will be provided notice of the reason(s) for the extension.
- 20.7 An employee's absence during his probationary period may result in an extension of his probation equal to the length of his absence.

ARTICLE 21

SENIORITY

- 21.1 Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment as a regular status employee. Bargaining unit seniority will continue to accrue during all types of County approved leave except for leave of absence without pay for more than (30) thirty days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than (30) thirty days shall not cause the bargaining unit seniority date to be adjusted.
- 21.2 Layoff selection for personnel hired prior to June 2004 will be solely by bargaining unit seniority. Bargaining unit seniority will be one factor used for the purpose of layoff and recall for personnel hired after June 2004, as described in article 22. This seniority will be considered as a factor in promotions and leave requests where all other selection factors are substantially equal.

ARTICLE 22

REDUCTION IN FORCE

- 22.1 The County Commission can authorize the layoff of an employee or employees when it is necessary by reason of shortage of funds or work, the abolition of the position, material changes in the employee's duties, material changes in the County's

organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of employees. No right of appeal exists from a lay off. The duties performed by any employee laid off may be reassigned to other employees already working.

Whenever it becomes necessary to separate employees from the County Service, the County Administrator shall recommend to the County Commission the organizational unit and the class or classes in which the reduction can best be accomplished. The County Administrator has the authority to exempt, on an as required basis, key positions from a layoff action. The layoff exemption authority would apply only to those positions that are deemed critical to maintaining the functionality of County Government. In determining the order of layoff, the appointing authority shall consider past employee performance. Employees working in the same classification and/or department with the highest value of the following factors, as determined by the County Administrator, the affected Department head and the Human Resources Director, shall be based on:

- a. Performance review ratings (meeting a satisfactory rating or better)
 - b. Certifications to perform the work
 - b. Bargaining Unit Seniority
- Layoff selection for all personnel hired after June 2004, the County will utilize the criteria above. Bargaining Unit Seniority will be used as the deciding factor where all other selection factors are substantially equal.
 - Layoff selection for personnel hired prior to June 2004 will be solely by bargaining unit seniority.

Employees shall be laid off without prejudice as layoff is not considered a disciplinary action.

In the event that the Board of County Commissioners authorizes a layoff, employees will be laid off in the following order within the affected job classifications:

- A. Probationary employees; then
- B. Regular, non-probationary, full-time employees.

22.2 A bargaining unit employee will receive at least two (2) weeks' notice of the layoff, or two (2) weeks salary in lieu of notice.

22.3 Laid off Bargaining Unit Employees will be recalled by the County according to seniority in their former job classification. Laid off bargaining unit

employees will be considered for all openings for which they qualify and for which they apply. Employees will retain recall rights for up to twelve (12) months: However, employees must provide to the County any changes of address during this twelve (12) month period to take advantage of this provision. The provision to notice laid off bargaining unit employees shall not provide them any more right or consideration than is given or awarded to an incumbent regular full-time employee.

- 22.4 Notice of recall vacancies will be sent by certified mail to the last known address of the laid off employee. If the employee refused to return to work in the classification for which he is recalled, or if the laid off employee does not provide the County Administrator with a written response within fourteen (14) days after receipt of the certified notice, such individual's recall rights under this Agreement are lost, and are not subject to grievance.

ARTICLE 23 CALL BACK PAY

Call back pay is provided to compensate employees required to return to work because of an emergency after they leave a completed a regularly assigned shift and have left the County work location to which they were assigned. Eligibility for call back pay is as follows:

- A. Any employee who is off duty and required to return to work because of an emergency shall be eligible for call back pay.
- B. Any employee eligible for call back pay shall be compensated for his actual hours worked, with a minimum guarantee of two (2) hours pay computed on a portal-to-portal basis. Only actual hours worked will be applied towards hours worked for purposes of overtime compensation.
- C. Any employee who is on duty, or is off duty but has not left his work location at the end of his shift, and is instructed to remain at work shall be ineligible for call back pay. Employees who are required to report to work less than two (2) hours before their regularly scheduled starting time are not eligible for call back pay.

ARTICLE 24 HOLIDAYS

24.1 ~~The Board of County Commissioners has designated the following 11 employee Holidays: Employees shall receive holiday pay at 8 hours straight time for all official employee holidays as designated by the Board of County Commissioners. The current official employee holidays are:~~

1. New Year's Day
2. Martin Luther King's Birthday
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day

24.2 Employees who are ~~required~~ to work the entire 24 hours for station coverage on designated employee holidays will ~~receive holiday pay at 12 hours straight time. All employees who work less than the entire 24 hours, who are off, or who work 24hrs on the holiday for non-station coverage will receive holiday pay at 8 hours straight time. be compensated with pay computed at time and one half for the number of holiday hours worked. This change to this article will automatically expire at the end date of this contract and shall not be extended with any impasse continuance and must be renegotiated to continue.~~

24.3 Employees are not eligible for holiday pay when on a leave without pay status.

24.4 Holiday shall start at 8am on the day of the Holiday.

ARTICLE 25 COURT/JURY LEAVE

25.1 In the event any employee covered by this Agreement is subpoenaed or summoned for jury duty, he shall receive straight pay for hours he is required

to be absent from his currently scheduled shift due to such jury duty. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to their immediate nonbargaining unit supervisor when excused or released by the court. The immediate non-bargaining unit supervisor will determine how the remainder of the scheduled workday will be completed.

- 25.2 Employees subpoenaed to appear as a witness in court in their official County capacity shall receive ~~straight time~~ compensation for the actual time spent relating to such duty; provided that if an employee is subpoenaed in his official County capacity to appear during a regularly scheduled day off, the employee will be compensated for all hours of such service.
- 25.3 Jury or witness duty as described above which falls on a pre-approved personal leave day (excluding medical leave) shall be charged to court/jury leave, not personal leave.
- 25.4 Employees subpoenaed to appear as witnesses in court in their personal capacities or as witnesses against the County in either, their official or personal capacities are not entitled to court/jury leave.
- 25.5 All pay or fees received from the court, while the employee is receiving compensation for court/jury leave, shall be retained by the employee.

ARTICLE 26 MILITARY LEAVE

26.1 Military leave for Active Duty

Flagler County will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. 4301-4333 and Florida Statutes. Employees covered by this Agreement who are members of the Florida National Guard, the Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be entitled to take a leave of absence from their respective duties without loss of pay for such time as they are in military service or field training for a period not to exceed 240 working hours, in any one annual period. Said employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal

~~request for military leave to be presented to the employee's department head/manager.~~

~~26.2 Employees who are called to active duty in the Armed Forces of the United States, Florida National Guard, or Naval Militia shall receive their full salary for the first thirty (30) days of active duty. Active duty after the initial thirty (30) days will be compensated as follows; Those employees whose military pay is lower than their County pay shall receive equalization pay from the County so that these honorable men and women will not suffer undue economic~~

ARTICLE 27 ACCIDENT AND INJURY REPORTING

- 27.1 All employees shall be advised of their responsibility to report to their supervisors all injuries that occur on the job as soon as possible. Delay in reporting injury can cause complication of the injury and delay recovery. In case of vehicular accident, serious injury, or fatality, the appropriate law enforcement agency, the supervisor and the Fire/Rescue Chief or Assistant Fire/Fire Rescue Chief shall be formally notified as soon as possible.
- 27.2 Payment of workers' compensation to eligible employees who are disabled because of an injury arising out of and in the course of performing their duties with the County will be governed by the Florida Workers' Compensation Law.

ARTICLE 28 DRIVER'S LICENSE

Any employee, who is required as a condition of employment to possess and maintain a valid Florida driver's license, must immediately, upon his knowledge of same, inform his/her supervisor should his license become denied, expired, restricted, suspended, or revoked at any time during his employment with the County. Failure to do so may result in disciplinary action.

ARTICLE 29 SAFETY

The County will provide safety equipment and devices for employees engaged in work where the County Administrator, upon consideration of the recommendations

of the Safety Committee, deems such special equipment and devices to be necessary. Such equipment and devices, where provided, must be used. Employees who fail to utilize provided equipment or devices may be subject to disciplinary measures.

The Union will have representation on the County's planned safety committee. The Union Representative on the Safety Committee shall be appointed by the Local Union President. Nothing herein shall prohibit the County Administrator from taking actions he deems necessary in the absence or contrary to a recommendation of the safety committee.

ARTICLE 30 LEAVE WITHOUT PAY

30.1 Leave without pay includes, but is not limited to maternity leave and other temporary, non-service-connected disabilities for a period approved by the County Administrator.

30.2 The employee must submit their leave request in writing through their department head/manager. The request shall be forwarded to the County Administrator for final approval or disapproval. Such approval shall not be unreasonably withheld. Said decision shall not be subject to the grievance/arbitration procedure. Each request must be accompanied by a full explanation of the justification for the requested leave.

30.3 In each case, the County shall, at the conclusion of the leave, make its best efforts to return the employee to their former position of a similar position in the same classification in another department.

The following practices apply to Leaves without Pay:

- A. Only regular, full-time employees are eligible for leave without pay.
- B. Department heads/managers must submit personnel forms placing employees on a leave of absence for any period of time. The leave of absence will be effective beginning with the first day of absence.
- C. Prior to requesting a leave of absence without pay, the employee must utilize all accumulated personal leave.
- D. Leave without pay for any period of thirty (30) days or longer will result in a corresponding adjustment of anniversary and classification dates.
- E. An employee granted a leave of absence must keep the department director/manager informed weekly of their current status. In addition,

the employee must keep the department advised of their current address at all times.

- F. Failure to comply with these conditions may result in the employee being dropped from leave of absence status; in which case they must return to duty or should be considered to have resigned.
- G. Failure to return to work at the expiration of the approved leave shall be considered as absent without leave and grounds for dismissal.
- H. No Personal leave will be earned by an employee for the time that the employee is on leave without pay.
- I. Anniversary salary increments shall not be credited during leave without pay.

30.4 Group Life and Hospitalization Insurance coverage, for both the employee and dependents, may be continued while an authorized leave of absence provided all premium payments for both employee and dependents are kept current by the employee.

ARTICLE 31 SAVINGS CLAUSE

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement

ARTICLE 32 REOPENER

32.1 Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement without the consent of the other party. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been or could have been negotiated by and between the parties prior to the execution of this agreement.

32.2 The County or the Union may request reopening of this Agreement for the purpose of negotiating additional provisions or modification of existing provisions where new Federal or State regulations have created a hardship upon the County in implementing the terms of this Agreement.

In that case the parties, following written notice from one to the other identifying the specific Article or issue to be addressed, will make their best efforts to meet within thirty (30) days to begin negotiations to seek a solution which may alleviate the hardship upon the County.

32.3 Except as otherwise provided herein, this Agreement may be reopened only with the mutual written agreement of the parties hereto.

ARTICLE 33 MISCELLANEOUS PROVISIONS

~~A regular employee may, upon his request, be granted up to two (2) hours leave with pay for the purpose of donating blood at a blood drive sponsored by the Flagler County Board of County Commissioners. The refusal to grant such leave is not subject to grievance or arbitration under this Agreement.~~

33.1 Personnel Files

An employee will be allowed to review his/her personnel file as prescribed by chapter 119, Florida Public records law.

33.2 Uniforms

The County will provide uniforms to department personnel based on what is outlined in the department standard operating guidelines (SOG 126). At a minimum each person will be issued 3 pair of work pants, 3 polo shirts, and 2 t-shirts annually. Class A (long sleeve) and class B (short sleeve) will be replaces as needed. a minimum of 4 t-shirts annually and 3 pairs of pants as needed. Two (2) Class B shirts, Two (2) pair of PT shorts, appropriate badge, patches, bars, raingear, brushgear, bunkergear, etc., upon hire.

ARTICLE 34 DURATION

34. This Agreement shall be effective the first day of the first full pay period after it is ratified by both the County and the Union, and it shall remain in full force and effect until and including September 30, 2021.
- 34.2 No employee who has left the County's employ prior to the ratification of this Agreement will be entitled to any of the benefits contained herein
- 34.3 On a mutually agreeable time, the Union and the County shall begin negotiations on any changes, modifications, or amendments of the Agreement. The Union proposals for any changes, modifications, or amendments will be provided to the County at the first meeting between the parties beginning these negotiations.
- 34.4 Wage increases and other economic benefit increases for covered employees after the expiration of this Agreement will be established solely through the collective bargaining process.

ARTICLE 35 WELLNESS/FITNESS

35.1 Firefighting and emergency services continue to be one of the most dangerous occupations in the United States. Research reveals the need for high levels of physical fitness to safely perform the necessary duties of the fire service. A commitment and investment in a wellness program helps assist these professionals maintain a high state of readiness and peak performance at all times, which in turn provides benefits with each and every call answered.

Therefore, placing a high priority on wellness makes sense for everyone including fire service personnel, tax payers, and the public served.

35.2 Wellness/fitness is a personal commitment that all uniformed personnel must make to perform their strenuous duties in some cases, survive and sustain a successful career in the professional fire service. When uniformed personnel are ill or injured, malnourished or overweight, over stressed or out of balance, it affects their ability to effectively do their job. Thereby potentially risking their life, the life's of their fellow team members and the lives of the public at risk.

35.3 This article establishes the requirement for a minimum fitness/wellness level and implements procedures for assessing fitness for duty of Department personnel

under certain specified circumstances. This shall not apply to single certification paramedics. It also assembles a Wellness/Fitness Committee that will establish a department standard operating guideline (SOG) and review this SOG on a yearly basis. The committee will be made up of two union representatives, (chosen by the Union) two Fire Rescue senior personnel and a member of the County's Wellness Committee. This committee will also decide if further expansion of the committee is necessary.

35.4 Time standards to complete test in minutes

Age	Male	Female
18 – 30	8:00	10:00
31 – 40	8:30	10:30
41 – 50	9:00	11:00
51 – 60	9:30	11:30
>60	10:00	12:00

***Combat challenge to be performed in the months of February & March each year.**

***Combat challenge to be completed wearing full turn out gear.**

***if unable to obtain time frame from age bracket, FF must retake combat challenge within 60 days of failed attempt. If FF is again unsuccessful after the second attempt he/she must retake within 30 days of second failed attempt. Failure to reach the listed times after the third attempt will result in FF not eligible to receive their step/raise that year and will be considered for separation based on the inability to perform their duties.**

ARTICLE 36

LIGHT OR MODIFIED Duty

I. Purpose

The Light Duty Program is program designed to keep an employee that is physically incapable of performing their position involved within the department on a short-term basis by utilizing the skills of injured, ill, or other related conditions of uniformed personnel during rehabilitation. Light duty assignments may be available to employees with medical disabilities due to either job-related or non-job-related injuries or illnesses at the discretion of the County. The Light Duty Program also can be utilized for other temporary assignments.

II. Policy

Job Related Injury/Illness - When an employee is injured on the job they receive 100% compensation as stated in Article . It shall be therefore compulsory for the employee to work light duty within the parameters of a treating physician guidelines. Depending on the illness/injury this may not be initially possible or possible at all.

Non-Job Related Injury/Illness - When an employee is injured off the job light duty may or may not be permitted depending on the needs of the County.

Approval of Light Duty shall be approved by the County Administrator with the concurrence of the Fire/Rescue Chief and Human Resources Manager.

Permanent light duty assignments or accommodation agreements shall not be made.

Any light duty assignment that is required due to an employee's inability to perform the duties required of his or her position shall be limited to the equivalent of 6 calendar months, from date of incapacity unless otherwise extended by the County for no more than 12 calendar months..

III. PROCEDURES FOR LIGHT DUTY ASSIGNMENTS

Any employee being treated for a job-related injury or employee treated for a non-job related injury that desires light duty shall undergo a physical examination completed by the county physician or completed by their treating physician. The medical examination shall include a clearance to work light or modified duty on a Medical Status/Release Report stating the project length of disability, work restrictions, and physical limitations. Due to medical confidentiality, the cause of the disability for non-occupational injuries does not need to be identified for light duty approval. For a job related injury this shall occur within three calendar days following the discharge from a medical facility. This light duty medical status/release report shall be provided immediately to the Deputy Chief and a copy shall be physically carried by the employee while on light duty.

For job related injuries that cannot initially perform light duty the employee shall notify the Deputy Chief immediately when he or she is subsequently released to perform light duty. The County may require the employee to undergo a new evaluation for light duty every 30 days to determine the potential for light duty. This standard may be waived by the County if they determine light duty is clearly not possible.

All Light Assignments shall follow the treating physician's guidelines.

Once approved for light duty, assignments for light duty shall be made by the Deputy Chief. If there is not a role for the employee in Fire/Rescue Department the employee will be referred to the Human Resources Manager for consideration of assignment outside the Fire Rescue Department with the concurrence of the County Administrator

Light duty work assignments shall be generally scheduled following a 40-hr work week (Monday-Friday) except during declared emergencies.

Any employee reporting to light duty for the first time due to a job-related injury or illness shall have a completed Medical Status/Release Report completed by the county physician.

It shall be the employee's responsibility to provide weekly medical status updates from the workers' compensation treating physician to the Deputy Chief.

All non-job-related injury/illness shall have an approval for Family and Medical Leave.

IV. PROCEDURES FOR PERSONNEL ASSIGNED TO LIGHT DUTY

1. Personnel assigned to light duty shall report to the Deputy Chief for assignment. Personnel shall be issued a light duty assignment specifying work location and hours.
2. Personnel assigned to light duty shall wear a Class B uniform.
3. Personnel working in a light/modified duty capacity shall not be permitted to perform physical fitness training.
4. Employees shall be required to provide Medical Status/Release Report updates following each physician's visit.
5. Non-Physical Training within physician restrictions shall be maintained.
6. There shall be no overtime accrued by light duty assigned personnel unless specially authorized in writing by the County Administrator during declare emergencies.
7. Annual leave shall be granted as it is in the field; requests will be submitted at least one day before the leave day(s) requested. Any leave already approved during the time that the employee is expected to be on light duty shall be reported to the Deputy Chief when the employee first reports for light duty.

8. Personnel assigned to light duty due to a job-related injury/illness shall not be granted injury leave without a physician's statement confirming that the absence is due to the job-related injury/illness.
9. Personnel assigned to light duty shall be responsible for completing their Time and Attendance Reports and submitting them on time to the Deputy Chief.
10. Personnel released from light duty to full and unrestricted duty shall immediately notify the Deputy Chief and the respective Battalion by submitting written Medical Status/Release Report and successfully completing the combat challenge upon returning to their first scheduled shift back.
11. Scheduled annual physical appointments shall be maintained when an employee is assigned to light duty.

ARTICLE 37

SEPERATION FROM SERVICE DUE TO PHYSICAL or MENTAL LIMITATIONS

I. PURPOSE

To establish a separation procedure for employees who are no longer physically or mentally capable of performing their position involved within the department as determined on a longer-term basis. The purpose of the policy is to go hand in hand with Articles 35 and 36 and Florida Statutes Chapter 633.

II. POLICY

Long-term basis shall apply to employees incapable of performing their duties for a period longer than 6 consecutive calendar months or 18 months of non-consecutive/cumulatively calendar days (30 day months) within any 36 month calendar period. The exception/extension to long term basis for consecutive calendar months, shall be those employees who have been granted additional beyond 6 months up to 12 months maximum, based on a treating physician prognosis that the physical or mental limitations is reasonably expected to resolved during the additional time and the employee will be able to return to full and unrestricted duty. The maximum consecutive timeframe shall be 12 consecutive months regardless of prognosis.

Upon the one of the following occurrences separation shall be implemented:

1. 6 consecutive calendar months of non-service with no prognosis for full and complete recovery within the next 6 calendar months (12 calendar months total)
2. 12 consecutive calendar months of non-service.
3. 18 non/consecutive calendar months of non-service within any 18 month period

III. PROCEDURES FOR SEPERATION

- A. Upon an occurrence above the employee will be offered the following options:

1. Referral to County Human Resources for assistance with appointment to a general County position in which the employee can meet all of the essential job functions and qualifications.
 2. Referral to the Florida Retirement Board for service connected disability retirement.
 3. Referral to the Florida Retirement Board for non-service connected disability retirement.
 4. Resignation.
 5. Involuntary separation.
- B. All reports and personnel actions (to include transfers, temporary assignments, employee reclassifications, accommodation agreements, etc.) required to effectively administer the provisions of this policy shall be documented in writing. Copies will be maintained in the employee's personnel file. Other documentation to include work performance evaluation results and medical status forms will be held in separate files with limited access within the Human Resource Department. Medical information, such as fitness for duty evaluations, shall be filed separately in the employee's medical record file that is maintained by the employee health clinic and/or the authorized physician's file utilized for workers' compensation claims.
- C. To ensure that this policy is administered in an objective, consistent, and nondiscriminatory manner, the determination of an employee's fitness and/or ability to perform essential firefighter job functions must be based on objective job-related criteria. The primary criteria to be used for a fitness for duty determination shall include all of the following as applicable, as determined by the County:
1. Results of a medical and/or psychological examination performed by a County physician or a physician approved by the Human Resource Department with determination of fitness for duty based upon the established *Medical Guidelines for Firefighters*, the firefighter's job description, and a list of essential job tasks as outlined in the work performance evaluation NFPA 1582.
 2. An official report, training record, administrative investigation, performance evaluation, or request for accommodation.
 3. A physical ability test administered by the department that has been established and approved by the department.
 4. A written exam testing the knowledge of county medical protocols, fire department standard operating guidelines, county policy and procedures and any other knowledge based material deemed by the department.

GRIEVANCE FORM –FLAGLER COUNTY

GRIEVANT: _____

CLASSIFICATION: _____

DEPARTMENT/DIVISION: _____

REPORTING LOCATION: _____

DATE OF ALLEGED VIOLATION: _____

SENIORITY DATE: _____

ARTICLE _____ VIOLATED: & ANY OTHER
RELEVANT PROVISIONS.

DATE RECEIVED: _____ DATE FILED: _____

STATEMENT OF GRIEVANCE (BE SPECIFIC):

UNION REP: _____ GRIEVANT: _____

RELIEF SOUGHT:

DISPOSITION (STEP 1):

SIGNATURE :

DATE DELIVERED :

APPEALED TO STEP 2 SIGNATURE :

DATE :

GRIEVANCE FORM -FLAGLER COUNTY

DISPOSITION (STEP 2):

SIGNATURE :

DATE **DELIVERED** :

APPEALED TO STEP 3 SIGNATURE:

DATE:

DISPOSITION (STEP 3):

SIGNATURE:

DATE DELIVERED:

FOR THE FLAGLER COUNTY
PROFESSIONAL
FIREFIGHTERS ASSOCIATION
INC.

By:

Steven Palmer,
President/Date:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Date

APPENDIX B