

Union Contract changes

5/2/2022

Article 1, 2, 3, 4, 5 – No change

Article 6 - Wages

Created 22 step matrix with the creation of a “zero” step.

Removed contract information specific to the last contract

COLA increase equal to that given to other County employees not to exceed 3%. All increases including step increase and COLA will not exceed 5.5%.

For the purpose of calculating years of service and step increases, the employee anniversary date will be used.

The pay matrix will be increased by the COLA percentage. Each year of the contract a new matrix will be issued effective October 1st.

Employees with Paramedic Certificates/Licenses will receive \$2,000.00 incorporated into their salary effective October 1, 2021.

The County reserves the right to hire employees above entry level at one step per year of experience up to five years.

Article 7- Longevity Pay

The County agrees to pay Bargaining Unit members longevity pay consistent with regular County employees.

Article 8 - No changes

Article 9 - Bulletin Boards

The County will furnish the Union with space in a location mutually agreed to by the parties for a bulletin board at each **Fire Department** complex. The Union shall provide a bulletin board approximately three feet by two feet.

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 **share** the reasons for his/her actions to the Local President.

Article 10 - Work Schedule/Overtime

Removed language specific to old contract

Article 11 – Union Business

The County Administrator or his designee shall set time aside for meeting with the officers of the Union for the purpose of discussing any problems in the bargaining unit **as needed**.

Article 12 – No change

Article 13 - Medical Leave

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 **during the probationary period at the discretion of the Fire Chief**.

Removed – County will allow union personnel to utilize personal leave prior to FMLA.

Article 14- Bereavement Leave

Changed Funeral Leave to Bereavement Leave

At the discretion of the Fire Chief, the employee may be required to provide proof of death in the immediate family before compensation is approved.

Bereavement leave in excess of 200 miles from Flagler County will be verified by the Fire Chief prior to additional shifts of paid bereavement leave being granted.

Article 15 – No change

Article 16 - Grievance and Arbitration

STEP 3: Any grievance, which cannot be satisfactorily settled in Step 2 above, may then be taken up with the County Administrator or 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 designee shall issue a decision in writing on the grievance within ten (10) workdays after the meeting. **The County Administrator or designee can request additional time in writing, if needed.**

Article 17 - No Change

Article 18 - Personal Leave

County will allow a **minimum of 3.5** accrued personal leave following methodology and one half employee's per shift to utilize their from the rank of lieutenant and below using the **methodology below**:

County will exclude Battalion Chiefs from the 3.5 person leave limitation.

For the ½ 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.

Two (2) four (4) hour blocks of leave will be allowed for approved educational leave. This leave will not count against the 3.5 person, 24 hour shift leave limitation and must be approved prior by the Fire Rescue Chief or the Deputy Fire Rescue Chief.

All leave time included in the 3.5 leave spots must be taken at a minimum of twelve (12) hour increments.

Removed old contract language

Article 19 - Temporary Work in a Higher Classification

In the event, an employee is required and assigned to work in a vacant higher classification position they shall receive a 5% increase in pay for all hours acting in the higher class position. Removed: provided it for at least contiguous hours at a minimum.

Article 20 - Drug Testing

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 randomly or 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.

Any drug or alcohol testing shall be pursuant to the authority of the County Administrator, Human Resources Director or the department director/manager with the approval of the County Administrator.

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 Medical Review Officer 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.

The County shall conduct random drug and alcohol testing each quarter. Testing shall be limited to 25% of Fire Department employees in safety sensitive positions each quarter.

Bargaining unit employees will be selected for random testing via a computer random testing software. The name of the software will be provided to the Union in advance.

Presumptive positive random drug and alcohol tests shall be reviewed by the Medical Review Officer. The Medical Review Officer will determine whether the presumptive positive test is confirmed positive or negative and report the results back to the Human Resources Department which will be secured in a separate employee medical file in a locked file room.

Bargaining unit employees with presumptive positive random tests will be placed on Administrative Leave until test is confirmed. Employee must respond to the MRO within 48 hours from presumptive positive test results.

Confirmed positive drug tests for illegal or unprescribed substances or confirmed positive alcohol tests will result in termination of employment.

Confirmed positive alcohol tests .02 or greater but less than .04 will be removed from duty for a minimum of 8 hours or until the alcohol test is below .02. Tests .04 or greater will be performed again for confirmation. Tests .04 or greater will be considered a positive test and in violation of this policy resulting in disciplinary action up to and including termination.

Refusal to submit to a drug or alcohol test will be considered a positive test resulting in termination of employment.

Article 21 - Probation

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 Fire Chief 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.

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.

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 Fire Chief shall approve, in writing, that the employee be granted regular status; or (2) in the event the Fire Chief 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.

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.

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.

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 Human

Resources Director. The affected probationary employee will be provided notice of the reason(s) for the extension.

An employee's absence during his probationary period may result in an extension of his probation equal to the length of his absence.

Article 22, 23 – No change

Article 24 – 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:

Any employee who is off duty and required to return to work because of an emergency shall be eligible for call back pay.

Any employee eligible for call back pay shall be compensated for ~~his~~ **their** actual hours worked, with a minimum guarantee of two (2) hours pay. Only actual hours worked will be applied towards hours worked for purposes of overtime compensation.

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.

Employees deployed as part of a reimbursable mission in support of the State Emergency Response Plan (SERP) will receive continuous hour pay upon the completion of 96 hours from notification of deployment by the Fire Chief, or designee. For the purposes of determining hours worked relative to SERP missions, time will begin at the time of notification for deployment by the Fire Chief, or designee.

Article 25, 26, 27 No changes

Article 28 - Accident and Injury Reporting

All employees **must** 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.

Article 29 - Driver's License

The County will conduct driver's license checks annually at a minimum.

Article 30 - Safety

The County will provide safety equipment and devices for employees engaged in work where the **Fire Chief**, 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 Fire Chief from taking actions he deems necessary in the absence or contrary to a recommendation of the safety committee.

Article 31- Leave without Pay

Leave without pay may be granted pursuant to County Policy. 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.

Article 32, 33, 34 No change

ARTICLE 34: Appendix "B" uniform list

Article 35 - Duration

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, 2025.

Article 36 - Wellness/Fitness

Relative to consideration of job-related injuries, equipment utilized for the purposes of physical fitness training will be approved by the Fire Chief via memorandum to collective bargaining units Executive Board and County's Risk Manager.

REMOVED TIME STANDARDS FOR COMBAT CHALLENGE

Article 37 - Light or Modified Duty

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.

Policy:

Job Related Injury/Illness - When an employee is injured on the job they receive 66 2/3 % compensation as stated in Section 6.08 (6) of Flagler County Personnel Policy. 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.

If the evaluating Worker's Compensation doctor affirms that the employee is unable to work light duty, the employee shall be paid at 100% until able to work light duty.

Employee pay will be converted to a 40-hour workweek while working light duty under a 40-hour pay period. Employees working light duty on average of 56 hours per pay period will be paid their regular rate for hours worked.

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. **Non-Job Related Injuries/Illnesses are not compensated at 100% by the County. Employee will be required to use Personal Leave or unpaid leave time.**

Approval of Light Duty shall be approved with the concurrence of the Fire/Rescue Chief and Risk Manager or Human Resources Director.

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.

Procedure 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 projected 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 **Risk Manager** 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 and Risk Manager 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 duty 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 Risk 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 **and Risk Manager**.

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

Procedures for Personnel Assigned to Light Duty

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.

Personnel assigned to light duty shall wear a Class B uniform.

Personnel working in a light/modified duty capacity shall not be permitted to perform physical fitness training.

Employees shall be required to provide Medical Status/Release Report updates following each physician's visit to the Risk Manager.

Non-Physical Training within physician restrictions shall be maintained.

There shall be no overtime accrued by light duty assigned personnel unless authorized in writing by the County Administrator during declared emergencies.

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.

All non-job-related injury/illness shall have an approval for Family and Medical Leave in accordance with County Personnel Policies.

Personnel assigned to light duty shall be responsible for completing their Time and Attendance Reports and submitting them on time to the Deputy Chief.

Personnel released from light duty to full and unrestricted duty shall immediately notify the Deputy Chief, Risk Manager 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.

Scheduled annual physical appointments shall be maintained when an employee is assigned to light duty.

Article 38 - No change