

**HERNANDO COUNTY FIRE RESCUE  
DISTRICT**

**In agreement with**

**HERNANDO COUNTY PROFESSIONAL  
FIREFIGHTERS LOCAL 3760**

**RANK and FILE FIREFIGHTERS  
COLLECTIVE BARGAINING UNIT CONTRACT**

---

*(October 1, 2022 - September 30, 2025)*

*Approved by the BOCC on*

---

## TABLE OF CONTENTS

Article 1. Agreement	4
Article 2. Recognition	6
Article 3. Non-Discrimination	6
Article 4. Management Rights	7
Article 5. Consolidation Planning	10
Article 6. No Strike/No Lockout	10
Article 7. Copies of Contracts	11
Article 8. Amendments	11
Article 9. Union Representation	11
Article 10. Bulletin Boards	12
Article 11. Dues Check Off	13
Article 12. Conflict Resolution Agreement	14
Article 13. Probation & Qualification Period	14
Article 14. Uniforms	15
Article 15. Seniority	19
Article 16. Promotional Process	21
Article 17. Required Certifications, Training & Meetings	21
Article 18. Personnel Reduction	22
Article 19. Personnel Files	23
Article 20. Outside Employment	23
Article 21. Physicals	24
Article 22. Drug Free Workplace	28
Article 23. Disciplinary Process	30
Article 24. Grievance Procedure & Arbitration	31
Article 25. Loss of Personal Equipment or Property	37
Article 26. Loss or Damage of County Equipment, Etc.	37
Article 27. Safety Committee	38
Article 28. Supplemental Volunteer Program	40
Article 29. Honor Guard	41
Article 30. Policies, Procedures & Etc.	41
Article 31. Contagious Diseases	42
Article 32. Staffing & Emergency Response	42
Article 33. Shift & Station Bid	45
Article 34. Hybrid Kelly Days	47
Article 35. Mutual Exchange of Time	47
Article 36. Emergency Deployment	50
Article 37. Administrative Moves of Personnel	50
Article 38. Travel Reimbursement Between Stations	51
Article 39. Health Insurance	51
Article 40. Florida Retirement System (FRS)	52
Article 41. Acting Out of Grade Pay	52
Article 42. Overtime Procedures	53
Article 43. Education Reimbursement	60
Article 44. Holidays & Holiday Pay	63
Article 45. Wages	64
Article 46. Specialty Teams	68
Article 47. Union Leave Account	69
Article 48. Bereavement Leave	71
Article 49. Paid Time Off (PTO)	72
Article 50. Leave of Absence	79

Article 51. Court or Magisterial Appearance	79
Article 52. Defense of Employee	79
Article 53. Past Practices	80
Article 54. Savings Clause	80
Article 55. Duration of Agreement.	80
Article 56. Extension of Contract Agreement	81
Article 57. Execution of Contract	81
Appendix I Heat Stress Index	82
Appendix II Compensation Table	83
Appendix III Florida Statute 440.102	84

## ARTICLE 1 AGREEMENT

### Section 1. Agreement

This agreement is made and entered into by Hernando County, a political subdivision of the State of Florida, (hereinafter referred to as Employer or County) and the Professional Firefighters of Hernando County Local 3760 of the International Association of Firefighters, AFL-CIO (hereinafter referred to as Union), in accordance with Chapter 447 of the Florida Statutes. Furthermore, this agreement serves as an acknowledgement that the employer and the union acted in good faith, and that this agreement expresses the results of their negotiations.

### Section 2. Applicability

This Agreement shall apply to every Hernando County employee who is included in the bargaining unit that the Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC), Certification #1452 and #1485, as amended.

### Section 3. Purpose

The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between and among Employer, its employees (both individually and collectively), and Union, and to set forth herein the entire agreement between Union and Employer as to wages, hours, and terms and conditions of employment.

The employer and the union recognize the need to provide efficient service to the public and to maintain the quality of service. Furthermore, both parties agree for the need to maintain a professional, respectful, and courteous relationship, and mutually agree to continue working towards this goal.

### Section 4. Definitions

The following words or terms shall mean apply:

A. Employees: Every person who works for the Employer and is included in the bargaining unit that the Union is certified to represent under Florida PERC Certification #1452 and #1485 as amended is synonymous with the definition of: Members and Personnel.

B. Fiscal Year: Refers to the period October 1st through September 30th, inclusive.

C. Holiday(s): Refers to one or all of the days observed pursuant to Article 44, of this agreement.

D. Management: Refers both singularly and collectively to Employer's non-bargaining unit supervisors and managers. Additionally, each time the Fire Chief is referred to it shall also designate his/her designee.

E. Members: Every person who works for the Employer and is included in the bargaining unit that the Union is certified to represent under Florida PERC Certification #1452 and #1485 as amended and is synonymous with the definition of: Employees and Personnel.

F. Pay Periods: Twenty-four (24) hour shift employee's pay period shall be from 0800 hours on Monday through the second Monday at 0759 hours for a period of two weeks (14 days). Forty (40) hour employees pay period shall be from 0000 hours on Monday through the Second Sunday at 2359 hours for a period of two weeks (14 days).

G. Personnel: Every person who works for the Employer and is included in the bargaining unit that the Union is certified to represent under Florida PERC Certification #1452 and #1485 as amended and is synonymous with the definition of: Employees and Members.

H. Union: Synonymous with Labor, shall refer to the Organization known as the Hernando County Professional Firefighters, Local 3760 of the International Association of Firefighters AFL-CIO, and its members as certified under PERC Certification #1452 and #1485 as amended. Additionally, each time the Union President is referred to it shall also designate his/her designee.

I. WorkDay(s): Business Days Refer to days in the period between 8:00am and 5:00pm. Monday through Friday, excluding combat assigned holidays or any other county recognized holidays, or any days in which county offices are closed or partially closed. This time does not refer to the actual shifts worked by the firefighter, but only refers to the time period for filing grievances and other similar Administrative matters.

J. Work Schedules: Twenty-four (24) hour shifts shall begin at 8am (0800 hours) and end at 7:59am (0759 hours) the following morning consisting of a twenty-four-hour shift. Shifts are defined as A, B, C shifts and alternate accordingly. For twenty-four (24) shift employees the pay period shall be from 0800 hours on Monday through the second Monday at 0759 hours for a period of two weeks. Forty (40) hour Employees shall either be five (5) eight-hour days, or four (4) ten-hour days scheduled (including the start and ending times) at the discretion of the Fire Chief or designee based on the needs of the department.

- The County and the Union both agree that the first time the work schedule is changed from ending at 1959 hours Sunday to 0759 hours Monday morning, any employee working additional hours that would not be considered part of their normal 24 hours on and 48 hours off schedule will be compensated at one and one half times their normal hourly rate of pay for those hours unless they are working a mutual shift. Any circumstances that would normally disqualify the employee from being compensated at the overtime rate of pay shall apply in this circumstance.

## ARTICLE 2 RECOGNITION

### Section 1. Recognition by Employer

The employer hereby recognizes the Union as the exclusive representative of employees in the bargaining unit for the purpose of collective bargaining with the Employer regarding wages, hours, benefits, and other terms and conditions of employment as afforded to the Union by Florida Statute, Title XXXI Chapter 447, Labor Organizations or as negotiated within the Collective Bargaining Agreement (CBA).

### Section 2. Definition of Bargaining Unit

The bargaining unit shall include all full time, employees occupying positions in the unit clarification listed in Florida PERC #1452 and #1485, as amended.

These positions include but are not limited to:

- Firefighter 1
- Firefighter 2
- Emergency Medical Technician
- Paramedic
- Driver Engineer
- Lieutenant
- Fire Captain
- Training Officer
- Training Captain
- Battalion Chief
- Quality Assurance Coordinator

## ARTICLE 3 NON-DISCRIMINATION

### Section 1. Non-Discrimination

Union and Employer shall apply the provisions of this Agreement equally to all employees without discrimination because of race, color, religion, sex, national origin, age, disability, marital status, veteran status, political affiliation, or membership or non-membership in Union in accordance with applicable Federal and State Law.

### Section 2. Non-Discrimination by Union

Union shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, or political affiliation.

### Section 3. Non-Discrimination by Employer

Employer shall comply with all Federal and State law and the rules and regulations promulgated by the Florida PERC and will not discriminate

against any employee covered by this Agreement because of membership in Union.

## ARTICLE 4 MANAGEMENT RIGHTS

### Section 1

Per section 447.209, Florida Statutes: As it is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary actions for proper cause, and relieve its employees from duty for 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 the 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.

### Section 2

The County reserves and retains all rights, powers, prerogatives, and authority customarily exercised by the County and shall retain all constitutional, ordinance, inherent, common law or other rights to organize, plan, direct, control, operate, and manage its offices and those of its employees it enjoyed prior to entering into this Collective Bargaining Agreement, except as expressly limited or modified by a specific provision of this Agreement.

### Section 3

The Union and the employees covered under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in the Agreement, to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation but merely by way of illustration, reserves the sole and exclusive right to:

- A. Set standards for services to be offered to the public, set standards for the performance and conduct of its employees and establish and/or modify County and/or Department policies, procedures, rules, regulations, guidelines and directives (hereinafter referred to as "policies") arising out of or relating to the County operations. The County agrees to provide advance notification to the Union President of modifications to existing policies affecting employees, or the addition of new HCFR or County policies affecting employees, unless an emergency condition precluding notice, exists at the determination of the Fire Chief,

or designee, and agrees to provide the Union with an opportunity to bargain the impacts of bargaining unit members of any modified or new policy affecting employees.

- B. Determine the purpose and mission of the County and its departments, divisions, and agencies, including the amount of budget to be adopted for each.
- C. To change or eliminate existing methods of operation, equipment, facilities, or personnel, due to lack of work funds, or other reasons.
- D. Decide the number, location, method, and personnel by which operations are to be conducted, including the right to assign overtime work to employees and contract or subcontract out work in whole or in part, subject to the layoff and recall provisions of Article 18.
- E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment.
- F. Select, hire, and determine the criteria and standards of selection for employment, including minimum qualifications for promotion with input from the President of the bargaining unit or designee.
- G. Set procedures and standards to evaluate County employees' job performance, including the formulation and/or amendment of job descriptions and/or evaluation forms with input from the President of the bargaining unit or designee.
- H. Create, expand, reduce, alter, combine, assign, or cease any job with the cessation of any filled position.
- I. To suspend, demote, discharge, reprimand, or take other disciplinary action against employees for proper cause.
- J. The parties agree that the work schedules shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. ss 201 et seq.
- K. To take any action deemed appropriate or necessary to guard the safety of its employees or the public and/or maintaining established operational or performance standards, including requiring an employee to undertake a drug and/or alcohol, physical, mental, psychological, or other examination, provided such examinations is not required by the County in an arbitrary or capricious way and they will be done at no cost to the employee.
- L. To take action deemed appropriate or necessary to guard the safety of its employees or the public and/or maintaining established operational or performance standards, including requiring an employee to relocate to a different station and/or shift, provided such relocation is not required by the County in an arbitrary or



capricious way. Article 33 and Article 37 will apply whenever applicable.

- M. To institute, adopt, modify, or terminate any cost or general improvement programs, financial and resource controls, or programs and activities related to the planning, organizing, training equipping response, and evaluating phases of organizational preparedness.
- N. If in the sole discretion of the Chairman of the Board of County Commissioners it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricanes, flooding conditions, or any similar or dissimilar catastrophe, the provisions of the Agreement may be suspended by the County Administrator provided, however, that the wage rates and monetary fringe benefits shall not be suspended.
- O. The County's failure to exercise any function or right in a particular way shall not be deemed a waiver of its rights to exercise such functions or right in the future, nor preclude the County from exercising the same in some other way.
- P. Mandatory supervision meetings may be scheduled with a fourteen (14) days written notice to Battalion Chiefs and Captains, with the exception of meeting dates falling on previously approved: vacation days (including off duty days between vacation days), mutual swap days, FMLA leave, and military leave of absences. The Fire Chief, Deputy Fire Chief or Division Chief of Operations may grant excused absences for other extenuating circumstances, upon written request. Battalion Chiefs and Captains attending mandatory meetings shall be granted one and one half (1 1/2) times their regular rate of pay with a two (2) hour minimum. There shall be not more than six (6) mandatory meetings for Battalion Chiefs and not more than two (2) mandatory meetings for Captains annually.

#### Section 4.

Delivery of County services in the most efficient, effective, and courteous manner is of paramount importance. As such, the Board of County Commissioners shall have the sole authority to determine the purpose and mission of the County Government.

#### Section 5.

The County and the Union agree to strive for quarterly meetings to discuss general issues, concerns, and ideas for continuous improvement in the Department's provision of services and employee morale. Further, the Union President, or designee may communicate as needed with the Fire Chief or senior command staff with general questions, concerns, or suggestions for improvement in the Department's provision of services.

## ARTICLE 5 CONSOLIDATION PLANNING

### Section 1.

Hernando County agrees that if a consolidation of fire/rescue service (which includes Hernando County Fire Rescue) is considered for Board action, the Fire Chief, County Administrator, Board of County Commissioners, or their designees shall include a representative of Union Local 3760 on the internal transitional planning team. The Union agrees to participate on the transitional planning team for any possible consolidation of fire/rescue services and work to make the consolidation as smooth and seamless as is possible. This article shall not limit or negate the rights of the County or the Union, set forth within Article 4 (Management Rights).

### Section 2.

Should the County enter into formal negotiations with a private or public entity, incorporated municipality, incorporated special district and/or elected constitutional officer, relative to the possible takeover, transfer or consolidation of work currently being performed by the Bargaining Unit members, and which could result in the layoff or reassignment to another classification in lieu of layoff of Bargaining Unit members, the County will advise the Union of such negotiations, solicit the Union's input through the Union President and shall give such input serious and good faith consideration. Nothing herein shall limit or restrict the County from its management rights as set forth in Article 4 (Management Rights) and pursuant to Florida State Statutes.

### Section 3.

To the maximum extent allowable by law, this Collective Bargaining Agreement will be binding upon the successors and assigns of the parties, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party, or by any change geographically or otherwise in the location or place of business of either party.

## ARTICLE 6 NO STRIKE/NO LOCKOUT

### Section 1.

There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failure or refusal to perform assigned work (as per Florida State Statute 447.505) by the employees or the Union and there will be no lockouts by the County for the duration of this agreement. The Union

supports the County fully in maintaining normal operations. Any employee who participates in or promotes the above activities shall be terminated.

## ARTICLE 7 COPIES OF CONTRACT

### Section 1.

The County shall provide electronic access to this collective bargaining agreement from each of the stations and offices in the department via the intranet.

## ARTICLE 8 AMENDMENTS

### Section 1.

Amendments to this agreement shall be done in writing and signed by all parties via Memorandum of Understanding (MOU). Items of economic impact require approval by the Board of County Commissioners and the union membership. Language or non-economic changes may be approved by the County Administrator, or designee. The final agreement shall be reviewed and approved by the County Attorney's Office as to form and legal sufficiency, signed by the BOCC Chair, and witnessed by Local 3760's duly authorized representative(s). Unless otherwise authorized, Memorandums of Understanding will expire upon ratification of a new collective bargaining agreement.

## ARTICLE 9 UNION REPRESENTATION

### Section 1. Union Representation

- A. There shall be one steward for each shift. The names of the primary executive board members and shift stewards shall be given, in writing, to the Fire Chief at the beginning of each fiscal year. Such notification will be made by an officer of the Union. Notice of any changes shall be given to the Fire Chief, in writing, within five (5) calendar days of the change. The department shall have no obligation to recognize a Union representative not properly designated in the manner described herein.
- B. Any employee having a grievance shall have the right to take the matter up with their assigned Union representative during working hours, so long as such action does not interfere with emergency activities, or otherwise disrupt the smooth and efficient operation of the department.
- C. When an employee who is required to attend a meeting where the employee feels he or she is being considered or reasonably may be considered to possibly receive disciplinary action, the employee shall be permitted, upon request, to have a Union representative present. The supervisor initiating the meeting shall have the right

to request that a Union representative be present. Representation will be provided by the employees assigned representative. All hearings, proceedings, or questionings shall be in accordance with Florida Statute 112.82 Rights of Firefighters.

- D. A reasonable time period, defined as no later than 1100 hours on the employees' next scheduled shift, shall be provided to any employee who requests Union representation for any of the above listed proceedings. After 1100 hours on the employees next scheduled shift hours, the employee shall be required to choose from the available on-duty Union stewards or other immediately available Union Executive Board member.
- E. If it's determined that the magnitude of the situation warrants that the investigation cannot be delayed, an employee may be denied any further leave that has not been previously approved, including mutuels. If on previously scheduled leave, the employee may be required to report to work for the purposes of an investigation or disciplinary hearing, as to not delay the process. Extenuating circumstances will be taken into consideration by the Fire Chief.

## Section 2. Member Designation of the Union Negotiating Team

The Union will provide the County with the employee names of the Primary Negotiating Members (PNM). The PNM will not exceed four (4) members. The PNM will be allowed to attend all negotiating sessions if those sessions occur on the employee's regularly scheduled work day(s). Two (2) additional members of the Union Negotiating Team may be designated as "Key Alternate Members" (KAM). When requested, the County will make a good faith effort to accommodate the KAM attending the negotiating sessions. Meeting times and locations will be mutually agreed upon between the County and the Union.

## ARTICLE 10 BULLETIN BOARDS

### Section 1. Bulletin Boards

The Employer agrees to provide space for one (1) bulletin board in each station, the location of which shall be determined by the Fire Chief in consultation with the Union. Union, at its own expense, may install one (1) bulletin board not to exceed approximately 24" x 36" in each station.

### Section 2. Bulletin Board Postings

Bulletin board space may be used for posting official Union notices, including, but not limited to:

- A. Notices of Union recreational and social affairs
- B. Notices of Union elections and results of elections
- C. Notices of Union appointments

- D. Notices of Union meetings
- E. Minutes of Union meetings

### Section 3. Removal of Postings

Materials other than those listed in Section 2 of this Article may be removed by Management after consultation with any of the union executive board members.

## ARTICLE 11 DUES CHECK-OFF

### Section 1. Bi-Weekly Payroll Deduction

Subject to applicable law, the Employer shall deduct the full amount of the regular Union dues of each employee from his or her biweekly paycheck for those employees who have the prescribed payroll deduction authorization on file with the Employer. Such authorization shall be revocable at the employee's will upon thirty (30) days written notice to the Employer and Union.

### Section 2. Fee for Payroll Deduction

The Union shall pay the Employer an annual fee of \$100.00 to reimburse the Employer for its costs in collecting Union dues. This fee shall be paid directly to the BOCC for the Clerk's services, by the Union in September for that current budget year collections.

### Section 3. Changes in Dues

The Union shall notify the Employer's Human Resources Director in writing of any changes in dues no less than thirty (30) calendar days prior to the anticipated effective date for such changes. All changes will be done in accordance with the Local 3760 By-laws, and written submission to the County of any changes will serve as sufficient documentation of the approved changes by the membership. Notice delivery on or before the twentieth (20) day of any month shall become effective with the first pay period of the succeeding month.

### Section 4. Transmission of Dues to Union

Bi-weekly the employer will transmit Union dues to the Union via Automated Clearing House (ACH).

### Section 5. Limitation on Payroll Deductions

The Employer shall not be required to deduct or collect any sum which represents fines, penalties or special assessments levied by Union.

## Section 6. Indemnity

The Union and its members shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the payroll deduction of Union dues. Any discrepancies regarding Union Dues by any member will be between the Union and the member.

## ARTICLE 12 CONFLICT RESOLUTION AGREEMENT

### Section 1.

The Union and Management agree that it is in the best interest of both parties to resolve department related issues efficiently and effectively. Therefore, it is agreed that the Union President or designee and the Fire Chief or designee, shall attempt to resolve issues together, prior to bringing the issue to the County Administrator or Board of County Commissioners' attention.

### Section 2.

The Union and Management will continue the ongoing practice of open and respectful dialogue, between the senior leadership of both parties. Questions, concerns, or conflict within the purview of the collective bargaining agreement should be addressed in real-time (as realistically possible) as they arise.

Union and Management senior leadership will maintain the highest level of professionalism and civility in all labor/management communications with fellow County employees and contractors.

## ARTICLE 13 PROBATION & QUALIFICATION PERIOD

### Section 1.

All employees hired by the Employer shall serve an initial probationary period of twelve (12) months. At the discretion of the Fire Chief, the probationary period may be extended up to an additional three (3) months. Specific objectives to be met during the extended probationary period will be listed in the employee's twelve (12) month probationary evaluation.

### Section 2.

Employees terminated during the initial probationary period may not grieve or arbitrate the termination.

### Section 3.

Employees promoted into a new position must serve a six (6) month qualification period. Employees that are not able to successfully complete the qualification period, as determined by the Fire Chief or

designee may return to their original position if it is still available or apply for any other open posted position within the County for which they are qualified. The qualification period may be extended up to an additional three (3) months. Specific objectives to be met during the extended qualification period will be listed in the employee's six (6) month promotion evaluation.

## ARTICLE 14 UNIFORMS

### Section 1.

The Employer will provide uniforms at no cost to the employee, via a self-directed cafeteria plan. Rank specific required protective gear will be provided to the employee at no cost. The employee shall take routine inventory of all their uniform items and the condition thereof, ordering needed replacements or un-issued items consistent with HCFR SOGs (Uniforms as determined by the Fire Chief, or designee). Uniform orders that are not consistent with HCFR SOGs , or are not of the correct size and/or are of an abnormally large quantity (indicating the intent to not utilize the uniform item for HCFR work), shall be declined and/or re-justified.

A uniform committee may be created and comprised of rank-and-file members that will meet periodically to discuss proposed uniform changes and provide input to the employer.

### Section 2.

- A. The employer will provide employees access to a computerized online uniform ordering web site for ordering uniforms and a separate in-person (allowing for actually trying on the boots before purchasing) local process for acquiring non-firefighting duty boots.
- B. Each 24-hour shift employee below the rank of Captain and 40 hour personnel assigned to staff rescues shall be authorized to spend up to a maximum of \$350 annually, between November 1st and August 1st of each fiscal year, for the purchase of both non-firefighting duty boots and uniforms (excluding Class A uniform pants, jackets and ties, which will be provided by the Fire Department on a phased-in ordering cycle).
- C. Each 40-hour shift employee not normally assigned to rescues and Officers at or above the rank of Captain shall be authorized to spend up to a maximum of \$375 annually between November 1st and August 1st of each fiscal year, for the purchase of both non-firefighting duty boots and uniforms (excluding Class A uniform pants, jackets and ties, which will be provided by the Fire Department on a phased-in ordering cycle).
- D. Approved uniforms to be offered on the online ordering website will be in conformity with HCFR department SOGs. In addition to the standard uniform items addressed in department SOGs, the following accessory items will also be available through the online ordering website:

1. Department ball cap and boonie hat.
  2. Extrication gloves
  3. Department winter beanie
  4. Knee length rain coat
  5. Duty belt
  6. Gear bag
  7. Secondary rank specific badge
  8. Jumpsuit
  9. Sweatshirt
  10. Sweatpants
  11. Winter jacket
- E. A minimum of three (3) brand/models of non-firefighting duty boots will be available on the online store.
- F. Remaining balances of the annual uniform/boot authorization, after August 1st of each fiscal year, will be utilized by the department to purchase Class A uniform pants, jackets, and ties (based on equipping the highest rank to the lowest rank, based on need and rank seniority). All members of the department with at least two years of service shall have a complete Class A dress uniform provided to them at no cost. The Class A dress uniforms will be provided for all members of the department upon completion of their second year of employment. The dress uniforms will consist of traditional Class A dress uniforms including but not limited to: dress coat, dress pants, dress belt, lace up dress shoes/boots, a bell-toe cap and gloves.
- G. Duty T-shirts will be labeled with rank and/or title (Firefighter/EMT, Firefighter/Paramedic, Driver Engineer, Captain, Battalion Chief, Paramedic & EMT etc.). Specialty shirts such as Breast Cancer Awareness and/or Autism Awareness shirts will be allowed on a case-by-case basis after seeking input and approval from the Fire Chief or designee.
- H. All duty T-shirts will recognize the Union with the I.A.F.F. Local 3760 font on the left sleeve. A lapel pin may be worn on all collared shirts and placed on the left collar side. Lapel pins may also be worn on ball caps. One two-inch IAFF insignia sticker may be placed on the employee's helmet.
- I. Employees will be allowed to supplement their authorized annual allotment, as well as purchase uniform and accessory items between August 1st and October 31st of each year, with their own personal funds if they so desire (done online via personal credit card and is subject to sales tax).

### Section 3.

Uniforms will be replaced if damaged, lost, or stolen in addition to uniforms purchased in accordance with Section 2 above, on a case-by-case basis if the loss, damage, or wear occurred during a line of duty event that was deemed to be special circumstance and was not a result of employee negligence, after the review and approval of the Battalion Chief. The Employer should make every attempt to furnish firefighters



with uniforms and non-firefighting duty boots within forty-five (45) days of placing an online order.

#### Section 4.

If the County changes a safety SOG (related to uniforms or non-firefighting duty boots), it shall be the County's responsibility to provide each employee with the ability to order online or in person, the appropriate uniforms or non-firefighting duty boots within a reasonable time frame based on County Purchasing and vendor's supply restrictions at no cost to the employee.

#### Section 5.

A. Newly hired employees shall be furnished with the following basic uniform allotment:

- 4 Short sleeve tee shirts in the appropriate color
- 4 Pairs of BDU pants
- Long sleeve Class A "badge" shirt in the appropriate color
- 1 Job shift rank specific
- 1 Department ball cap and 1 winter wear beanie
- 1 Knee length raincoat
- 1 Jacket
- 1 Duty belt
- 1 Gear bag
- 1 Pair of departments approved duty boots

B. Employees hired after the start of a fiscal year will be given a prorated amount in their cafeteria plan in addition to their initial uniform allotment as stated in Section 5A:

- Hired in October       \$400
- Hired in November     \$355
- Hired in December     \$330
- Hired in January       \$295
- Hired in February      \$260
- Hired in March         \$225
- Hired in April         \$190
- Hired in May            \$155
- Hired in June          \$120
- Hired in July          \$85

## Section 6.

Newly promoted employees shall be furnished with the following basic uniform updates in addition to the uniform cafeteria plan set forth in Section 1:

- Job shirt (Rank Specific)
- Badge and corresponding collar brass (and name tag if necessary due to rank)
- Long sleeve Class A "badge" shirt (if color change is necessary due to rank)
- Duty T-Shirts (3)

## ARTICLE 15 SENIORITY

### Section 1.

- A. Overall department seniority shall be defined as overall time of service within Hernando County Fire Rescue based on Date of Hire.
  - a. Overall seniority shall be used to determine priority for all of the following, but not limited to:
    1. Annual Vacation / PTO Bids
    2. Kelly Day Bids
  - b. In the event of a tie between members of overall seniority, employee ID number shall be used as a tiebreaker.
  
- B. Rank-based seniority shall be defined as the time in grade for the current rank of a member.
  - a. Rank based seniority shall be used to determine priority for all of the following but not limited to:
    1. Station/ Shift Bids
    2. Specialty Team Alternate Positions
    3. Deployment List Placement in Accordance with Article 36.
  - b. In the event of a tie between members of rank-based seniority, overall seniority shall be used as a tiebreaker.

## ARTICLE 16 PROMOTIONAL PROCESS

### Section 1. Candidate Qualifications

- A. The promotional process shall apply to the Local 3760 CBA positions as listed below,
  - Battalion Chief
  - Captain, Fire and Training
  - Lieutenant
  - Driver Engineer
- B. The promotional process shall adhere to the current HCFES SOG #300, Promotional Process
- C. For a candidate to qualify and participate in the Promotional Process, applicants must meet all minimum qualifications as stated in the job descriptions at the time of application.
- D. The candidate must meet the following timelines:
  1. License(s), certification(s) and/or registration(s) requirements must be met fourteen (14) days prior to the scheduled test date.
  2. Experience and/or time in grade requirements must be met at least one day prior to scheduled test date.
  3. Degree requirements must be met at least one (1) day prior to the scheduled test date.
  4. In instances where official licenses, certificates, registrations or degrees are not yet available for submission by the dates required, official notifications by the issuing entity (i.e., official entity email, letter, etc.) of successful completion will be accepted on a case-by-case basis as determined by the Division Chief of Training or designee.

### Section 2. Promotional Process Phases and Candidate List

The promotional process will consist of three (3) phases. Phases one through three will be scored and be applicable to the ranking of candidates for the (position specific) Candidate List.

- A. Phase 1 Written Exam: Qualified candidates will participate in a written examination. The candidate must successfully pass the written examination, minimum score of 70%, in order to continue to the promotional process and move on to Phase 2.
- B. Phase 2 Practical Evaluation: Qualified candidates will be given a practical evaluation specific to the position. The candidate must successfully pass the practical assessment, with a minimum score of 70%, in order to move onto Phase 3 of the promotional process.
- C. Phase 3 Interview Panel: Qualified candidates will participate in a scored interview panel process. The interview panel questions may include, but not limited to:
  - Candidates career and work experience/goals
  - HCFES policies, procedures, directives and/or regulations
  - Local 3760 Current Bargaining Agreement

Candidates will be ranked on the position specific candidate list for who successfully pass the interview panel process. A minimum score of 70 must be achieved on the interview in order to be placed on the (position specific) Candidate List.

Interview panel, practical, and written testing process monitoring (non-evaluating status) by the Local 3760 Representative. At no time shall the union representative who is monitoring the interview panel, practical and/or written process, be considered as one of the candidates on any list.

- D. Candidate List: The (position specific) Candidate List will be created by adding the weighted passing scores from Phases 1 - 3 and adding the results to obtain the candidate's overall score. Each phases' score will be weighted as follows:

Rank	Phase 1	Phase 2	Phase 3
Battalion Chief	25%	25%	50%
Captain	25%	40%	35%
Rescue Lieutenant	25%	50%	25%
Driver Engineer	25%	50%	25%

The overall scores will be utilized to create the (position specific) candidate List. The candidate's score will be listed in descending order. This will then be the ranked order in which person(s) will be selected for promotion when a vacancy exists.

### Section 3 Duration of Candidate Lists

- A. The Candidate List(s) shall be in effect for a minimum of two (2) years.
- B. If a Candidate List is exhausted before the two (2) year time frame, a promotional process will be initiated following HCFES SOG #300, Promotional Process.

### Section 4. Wage Adjustments and Qualification Period

- A. Promotional increase in pay shall be as stated in Article 45, Wages.
- B. All employees being promoted having a pay grade change shall be subject to the qualification period listed in Article 13, Probation & Qualification Period, Section 3.

## ARTICLE 17 REQUIRED CERTIFICATIONS, TRAINING & MEETINGS

### Section 1.

- A. The County shall pay for all recertification classes and will provide for employees to attend necessary classes while on duty during an employee's normal work hours. Attendance at required training shall be exclusive of vacation, personal, or FTO time. All employees must attend department sponsored refresher courses when offered.
- B. The County shall pay for recertification fees of any job required certifications such as State certified EMT or Paramedic, as well as Medical Terminology coursework as prerequisite qualifications. Other rank specific recertification fees that are part of the job requirement shall be paid for by the County. Such certifications include Florida State Fire Inspector and Florida State Fire Instructor. The County reserves the right to require employees to attend in-house training when offered, rather than sending employees to outside training facilities..
- C. When it is unavoidable due to scheduling or course availability, personnel may be required to attend training classes during their off-duty days, provided a minimum of 14-day notice is given in writing and the employee is paid at their overtime rate. Employees will not be required to report to work while on previously approved leave, although may choose to cancel their leave for the purposes of attending the mandatory training/meeting. Employees who are unable to attend due to their scheduled leave shall coordinate with the Training Division in advance to develop a course of action to complete the mandatory training. Should the Training Division not have the resources to assist the employee who missed all the training and make-up days, it shall be the employee's responsibility to achieve the required certification training prior to the expiration, and at no cost to the County. Exceptions to the above may be granted for extenuating circumstances by the Fire Chief or designee.
- D. All newly hired Firefighter/EMT's will be required to obtain certification as a Paramedic within four (4) years, unless extended mutually by the Fire Chief or designee.
- E. For mandatory multi-day courses that require travel of greater than 60 miles one way from Hernando County Fire Rescue Headquarters, the employee will be allotted administrative time for the entire shift. The class must require that the employee attends the class the date of and the day after their assigned shift. Classes that end on any day that the employee is schedule to be on duty, will require the employee to report to duty upon returning from the class that day.
- F. Lieutenants attending practical test-outs while off duty with their assigned paramedic intern will be compensated at overtime rates. Efforts will be made for test-outs to occur during duty hours.

## ARTICLE 18 PERSONNEL REDUCTION

### Section 1.

- A. Layoffs shall be done by order of lowest seniority. The order of layoff of all employees within a particular status of employment shall be determined by the Department Director, with input from the Union President, after giving due consideration to all relevant factors which shall include, but not be limited to, seniority and the relative efficiency of the employee (including certifications held, such as Paramedic, Specialty Teams, etc.) In the event the number of employees laid off results in stations closing, it may be necessary to demote the least senior rank to previously held positions. The Union shall have an opportunity to review and provide input to the proposed order of layoff list, including demotions, prior to the employees being notified. Upon determination that a layoff is necessary, a list of employees ranked in order they are to be laid off shall be prepared and then maintained in Human Resources. The County shall provide no less than thirty (30) calendar days advance written notice of layoff to the employee/employees. In some circumstances the employee/employees may be paid in lieu of notice a minimum of thirty (30) calendar days.
- B. Persons laid off shall have a recall status for a period of one (1) year from the date of layoff. It shall be the responsibility of the employee to keep a current address and phone number on file with the County for this period in case of recall. When a recall is being made, the County shall notify the employee in writing by way of certified return receipt mail and by phone. The employee will have fifteen (15) calendar days from the day of signed receipt of letter to respond to the County.
- C. Regular status employees shall be paid for one hundred percent (100%) of all accrued vacation time, one hundred percent (100%) sick time, one hundred percent (100%) of Paid Time Off and Comp Time at one hundred percent (100%) up to the time of layoff.
- D. Layoffs will only cause a break in service for retirement purposes only, and upon returning to work, seniority, and all other provisions of this Collective Bargaining agreement and County Policy that are relevant to seniority of employment will be based on the employee's original hire date prior to the layoff.
- E. Laid off employees who are re-employed within one (1) year from the date of layoff shall have their PTO accrual rates reinstated, however previous balances will not be restored.
- F. Re-employment of employees in a laid off status shall be reverse order of layoff among qualified personnel that are physically capable of performing the job duties. The County reserves the right to require a physical exam in accordance with NFPA 1582 for current members, and subject to drug and alcohol test prior to permanent reinstatement of employment status. The reinstated employee may be required to meet

certain training objectives as set forth in the HCFES Standard Operating Guidelines.

## ARTICLE 19 PERSONNEL FILES

### Section 1.

Each employee will have the right, upon reasonable request, to examine and obtain one (1) copy, at no expense to the employee, any and all material, including any and all evaluations, contained in his/her personnel file.

Whenever any material of a disciplinary or performance related nature, including evaluations, is inserted into the personnel file or records of an employee, the employee will be provided a copy of such material. The employee will have ten(10) calendar days from the date of receipt to include in his/her personnel file a response to such document.

## ARTICLE 20 OUTSIDE EMPLOYMENT

### Section 1.

Outside employment is any paid employment performed by an employee in addition to his/her employment by Hernando County. Employees seeking outside employment during their off-duty hours must submit a written request to his/her Department Director through his/her immediate supervisor. The request to engage in outside employment must include the following information:

1. Type of employment
2. Hours involved in employment

A copy of the request will be forwarded to the Human Resources Department to be reviewed in terms of a conflict of interest and placed within the employee's personnel file.

Employees should keep the county notified of any changes to their outside work status.

### Section 2.

Such employment shall not interfere with the efficient performance of the employee's duties.

Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations.

Any employee accepting outside employment under the terms of this rule shall make arrangement with the outside employer to be relieved from

his/her outside duties if and when called for a bona fide emergency by the county.

Employees will not engage in outside employment when away from work using sick leave or unscheduled PTO for illness or injury.

### Section 3.

Requests for outside employment that require the employee to take a leave of absence from the department, shall be denied.

## ARTICLE 21 PHYSICALS

### Section 1.

- A. Physicals for line personnel will be provided at the County's expense. An in-depth physical that will include EKG, blood work, pulmonary test, hearing test and any other tests that the County deems appropriate will be provided to all bargaining unit members. The County and the Union agree to evaluate the feasibility of adding Cancer Screening Blood Test.
- B. All bargaining unit members will be provided with a physical examination each year, during their normal workday. Blood tests requiring fasting shall be completed no later than 11:00am. Employees will be responsible for notifying their supervisor if they believe their physical examination is overdue. Hernando County may require an employee to undergo physical exams on a more frequent basis, as it deems necessary at no cost to the employee. Employees who refuse to take or complete their annual physical exam shall be subject to discipline including termination. Employees who cannot complete their physical exam due to an acute medical condition or are stopped by the healthcare provider administering the physical exam due to a potential health concern, will be required to complete the physical when the acute medical condition or health concern has been resolved. The Employer shall also make available to all bargaining unit members, Hepatitis A, Hepatitis B, Flu, Varicella and Pneumonia immunizations. These will be provided at no cost to the employee.



## Section 2.

The Employer shall make a minimum of two separate scheduled on duty (during the Employee's normal assigned work days excluding Kelly days, military leave, and prior approved PTO leave) attempts to conduct the annual physicals and blood draws. In the event that the Employee is not at work due to sickness, off-duty injury, unscheduled "emergency" vacation/PTO leave or FMLA leave or the two or more assigned physical or blood draw scheduled days, the Employee may be required to travel at their own expense and undergo the physical off duty.

## Section 3.

Hernando County shall contract for the services of a NFPA 1582 compliant Physician to annually review physical results deemed to be abnormal or of medical concern. The Fire Department Physician shall meet the requirements contained within NFPA 1582. The NFPA compliant Physician may request further testing or referrals following the basic physical when the testing suggests it necessary. If the employee is under the care of a specialist, the department physician shall confer with the specialist in the determination of the employee being fit for duty.

## Section 4.

All candidates who are offered employment shall successfully pass a NFPA 1582 compliant Medical Evaluation for Candidates. Annually, all current employees shall successfully pass a NFPA 1582 Compliant Medical Evaluation for incumbents. Any member not successful in passing the NFPA 1582 compliant physical, shall be removed from duty immediately, and either sent to the contracted NFPA compliant Physician, to the most appropriate hospital, or to their personal physical for a follow up. Prior to being released back to duty the employee must be cleared by the contracted NFPA compliant Physician for NFPA 1582 compliance.

## Section 5.

The physical shall be conducted at the contracted facility designated by the Employer after consultation with the Union. The final decision as to the designated facility will rest with the Employer.

The results of the examination will be maintained by the physician or contracting medical provider in as confidential a fashion as allowed by law. All employees shall be required to sign an authorization form, allowing the physicals results to be sent to the Human Resources Department for inclusion in the employee's confidential health file and all physical results deemed to be abnormal or of medical concern to be sent to the Fire Department Physician. A copy of the physical and lab results shall be provided to the employee. The Fire Department physician shall notify Employer of any employee not compliant in meeting the current NFPA 1582 Occupational Medical Evaluation for members, and list which of the 14 essential job tasks would/could preclude the employee from performing as a member in a training or emergency operational environment by presenting a significant risk to the safety and health of the employee or others.

The fourteen (14) essential job tasks are listed below:

1. While wearing personal protective ensembles and self-contained breathing apparatus (SCBA), performing fire-fighting tasks (e.g., hose line operations, extensive crawling, lifting, and carrying heavy objects, ventilating roofs, or walls, using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions, including working in extremely hot or cold environments for prolonged time periods.
2. Wearing an SCBA, which includes a demand valve-type positive pressure facepiece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads.
3. Exposure to toxic fumes, irritants, particulates, biological (infectious) and nonbiological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA.
4. Depending on the local jurisdiction, climbing six or more flights of stairs while wearing a fire protective ensemble, including SCBA, weighing at least 50 lbs (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg).
5. Wearing a fire protective ensemble, including SCBA, that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2 F (39 C).
6. While wearing personal protective ensembles and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility.
7. While wearing personal protective ensembles and SCBA, advancing water-filled hose lines up to 2 1/2 in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
8. While wearing personal protective ensembles and SCBA, climbing ladders, operating from heights, walking, or crawling in the dark along narrow and uneven surfaces that might be wet or icy, and operating in proximity to electrical power lines or other hazards.
9. Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s) or hydration.

10. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
11. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions.
12. Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility and drenching from hose lines and/or fixed protection systems (sprinklers).
13. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.
14. Working in shifts, including during nighttime, that can extend beyond 12 hours.

## Section 6.

The Fire Department and Union agree to evaluate the current method of conducting annual physical agility testing. The goal is to revamp the current process to perform an annual assessment that is focused on air management and is NFPA 1404 compliant (Standard for Fire Service Respiratory Protection Training).

## Section 7.

The Fire Department agrees to evaluate and assure the current SOGs related to managing SCBA air levels when operating in an IDLH atmosphere are compliant with the recommendations of NFPA 1404.

## ARTICLE 22 DRUG-FREE WORKPLACE

### Section 1.

- A. The county and the Union agree to follow the provisions of F.S. 440.102, Drug free workplace program requirements. See Appendix III.
- B. Employees are subject to and when ordered will submit to a reasonable suspicion, post-accident, and random drug testing. An employee who refuses to submit to test or who delays a test will be terminated from employment with Hernando County.

### Section 2.

- A. The procedures for random drug testing are as follows:
  - a) The county shall randomly select up to five (5) employees on a monthly basis who will be subject to testing.
  - b) The selection of employees for random drug and alcohol testing will be coordinated by HCFR Administration in conjunction with Human Resources utilizing a scientifically valid method.
  - c) Testing can occur during any day of the week and at any time of the employee's shift.
  - d) Each time an employee's name appears on the random list, they shall be tested regardless of whether he or she has been previously tested.
  - e) Employees shall not be excused from random drug testing, unless on extended personal leave and in accordance with the county's FMLA/Personal Leave Policy. Employees who are randomly selected and off duty shall be sent immediately for testing upon return to their next shift. The names of the employees randomly selected shall be kept confidential until they arrive on duty for their next shift.

### Section 3.

- A. An employee who submits a written request for dependency assistance to HCFR Administration or Human Resources prior to receiving an order to submit to drug and/or alcohol testing shall immediately submit to testing and be placed on unpaid leave until the employee is evaluated and determined to be fit for duty by a County-approved dependency treatment provider or the IAFF sponsored Recovery center at the employee's own expense.

The employee shall be subject to random drug testing for a minimum of three (3) years. Additional time may be implemented if recommended by the County's approved dependency treatment provider or a provider at the IAFF sponsored Recovery Center.

- B. After receiving an order to submit to drug and/or alcohol testing but prior to arriving at the county's approved testing provider, discloses in writing that he or she may have drugs and/or prohibited

concentration of alcohol in his/or her system, shall immediately submit to testing and be placed on unpaid leave for no less than three (3) months, during which time the employee will participate in a County approved dependency treatment program or the IAFF sponsored Recovery center at the employees own expense. Prior to returning to work, the employee must be evaluated and determined to be fit for duty by a County-approved dependency treatment provider or the IAFF sponsored Recovery center at the employees' own expense.

The employee may utilize accrued leave, or paid time off to maintain a source of income during the leave period. An employee who is not determined to be fit for duty within 365 days of the start of leave for dependency treatment will be terminated.

The employee shall be subject to random drug testing for a period of three (3) years. Additional time may be implemented if recommended by the County's approved dependency treatment provider or a provider at the IAFF sponsored Recovery center.

- C. As modified by section 3A and 3B above, the parties agree that there shall be zero tolerance for the use of prohibited drugs, or for the presence of alcohol in a prohibited concentration, and that a positive test, as set forth in the County's drug free workplace policy, shall result in termination of employment for cause.

#### Section 4.

- A. Employees will be subject to random drug screening for the following substances as defined in F.A. 440.102:

- a) Amphetamines (AMP)
- b) Cocaine Metabolites (COC)
- c) Marijuana Metabolites (THC)
- d) Opiates
- e) Phencyclidine (PCP)

- B. An employee who has a confirmed positive drug test, as determined by the Medical Review Officer in accordance with Florida Statutes, shall be subject to disciplinary action up to and including termination at the discretion of Hernando County. The County reserves the right to make a determination as to the level of discipline. The level of employee discipline shall be non-precedential in nature.

## ARTICLE 23 DISCIPLINARY PROCESS

### Section 1. Disciplinary Levels

The County may use the following levels of disciplinary action:

- A. Verbal Warning with Counseling Memo
- B. Written Reprimand
- C. Suspension/ Reduction-in Pay (RIP)
- D. Termination

Employees may elect to submit a Letter of Protest to the Human Resources Director provided the letter of protest is submitted within ten (10) days of receipt in accordance with the Grievance Article. No specific form is required. If a letter of protest is submitted, it shall be attached to the verbal or written warning and placed in the Employee's personnel file.

### Section 2. Progressive Discipline

For the purpose of progressive discipline, minor offenses/verbal warnings shall not be considered after one (1) year; serious offenses/written reprimand after two (2) years; major offenses/suspension/reduction-in-pay after three (3) years.

### Section 3. Firefighter Bill of Rights

The County will follow the Firefighter Bill of Rights.

## ARTICLE 24 GRIEVANCE PROCEDURE & ARBITRATION

### Section 1. Policy Statement

It is the policy of the Hernando County Board of County Commissioners that an employee shall be able to discuss freely without retaliation, work-related concerns with his/her supervisor and/or other members of management in accordance with the chain of command and standing policies, procedures, and directives in an attempt to resolve problems informally. Employees shall also be provided with an opportunity to represent their complaints and have the decision of management reviewed through a formal grievance process.

The grievance process shall be available to all bargaining unit employees. An employee may be accompanied by a Union representative at each step of the grievance procedure. All complaints and grievances shall be resolved fairly and promptly. Union representatives may file grievances on behalf of the Union, or any of its members. In order to do this, guidelines will be established in order to provide all members with the opportunity to secure consideration of a grievance dealing with any of the following employee areas:

- A. Any presumed violation of the Personnel Regulation and Guidelines as adopted by the Board of County Commissioners or of this collective bargaining unit.
- B. Any alleged violation of established departmental SOG, policy, procedure, or a departmental rule.
- C. Any alleged violation of established county policy, procedure, or rule.

No employee shall suffer any retaliation for exercising his/her rights under this Article.

Many workplace issues can be resolved, even prevented, through effective interpersonal communication and problem-solving at the lowest possible level and earliest opportunity. The expectation is for employees to first peruse conflict resolution informally and through the chain of command. If possible and not otherwise allowed per established directives, policies, the current collective bargaining agreement, or by law.

Any claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a Grievance. Multiple grievances for the same issue shall be combined into one claim.

An employee may be accompanied by a Union representative at each step of the grievance procedure; however, nothing in this article shall require the Union to process grievances from and on behalf of employees who are not dues-paying members.

No employee shall suffer any retaliation for exercising his/her rights under this Article.

## Section 2. Exclusions

The County and the Union agree that certain claims fall outside the scope of the Grievance Procedure and may not be grieved specifically:

- a. An employee's Grievance must concern an issue which directly, personally, and adversely affects the employee. Any issue which does not so affect the employee may not be grieved by the employee, although an employee may bring the matter to the attention of their Union Representative for consideration of a Grievance under Section 1 of this Article.
- b. An employee (and the union on the employee's behalf), may not grieve discipline or discharge occurring during that employee's initial hiring probationary period.
- c. The grievance procedure cannot be used as a vehicle to harass or otherwise impede the efficient operations of government or actions that are the domain of managements rights, unless otherwise specially covered in this agreement.
- d. Verbal disciplinary warnings (including counseling documentation of verbal warnings) and promotional decisions may not be formally grieved. However, employees may informally request an audience with the next level of their chain of command to discuss their concerns and requests for further consideration. The issue will terminate at that point.
- e. An employee must not have voluntarily concluded his/her employment with the County prior to the initiation of the grievance.
- f. Claims asserting the violation of federal, state, or local laws prohibiting employment discrimination (including sexual and other forms of unlawful harassment) are not subject to the Grievance process and shall be governed by the County's non-discrimination policy.



### Section 3. Code of Ethics and Civility

Parties and party advocates shall treat all participants in the grievance process in a civil, courteous matter with respect at all times and in all communications.

Parties and advocates shall, at all times, comport themselves professionally and respectfully and will not engage in conduct that offends the dignity and decorum of grievance proceedings, the other party, or the Department.

### Section 4. Processing

Subject to Section 5 of this Article, Grievances are to be processed as set forth below. At each Step after the initiating step, the employee and/or Union shall submit written notice to the Fire Chief and Human Resources that the Grievance has been initiated or advanced to the next Step, as applicable. The County shall provide its decision at each Step in writing to the employees and the Union.

The time requirements listed herein may be extended if mutually agreed upon. Business days shall refer to the days between Monday and Friday when the County government offices are open. When a grievance or response is submitted to the receiving party, the next business day shall count as day 1 in respect to the following time limits. The aggrieved party may choose to initiate the grievance at the step at or above the lowest level supervisor that allegedly caused the grievance.

**Step 1 Immediate Supervisor.** Within ten (10) business days from the time the employee or the Union reasonably could have known of the occurrence giving rise to the Grievance, the employee and/or his/her Union representative, after first completing and submitting a Grievance Form, shall discuss the Grievance with the employees immediate supervisor and/or the person at the next level in the chain of command (typically the employee's Battalion Chief). The supervisor shall reach a decision and communicate it in writing to the employee and Union within (10) business days after the informal discussion occurs.

**Step 2 Division Chief/Deputy Chief.** Within ten (10) business days of the Step 1 decision being communicated, if the employee and the Union are not satisfied with the result, the Grievance shall be presented in writing to the appropriate Division or Deputy Chief as a Step 2 Grievance. Within ten (10) business days of the receipt of the Step 2 Grievance, the Division or Deputy Chief shall meet with the employee and Union. The employee and Union will be provided with written determination within ten (10) business days of the meeting with the Division or Deputy Chief.

**Step 3 Fire Chief.** Within ten (10) business days of the Step 2 decision being communicated, if the employee and Union are not satisfied with the result, the Grievance shall be presented in writing to the Fire Chief as a Step 3 Grievance. Within ten (10)

business days of receipt of the Step 3 Grievance, the Fire Chief (or designee) shall meet with the employee and Union. The employee and Union will be provided with a written determination within ten (10) business days of the meeting with the Fire Chief (or designee).

**Step 4 County Administrator.** If the employee and Union are not satisfied, within ten (10) business days of receipt of the Step 3 determination, the Grievance shall be presented to the County Administrator as a Step 4 Grievance. Within ten (10) business days of the receipt of the Step 4 Grievance, the County Administrator (or designee) shall meet with the employee and Union and endeavor to reach an adjustment of the Grievance. The employee and Union will be provided with a written answer within ten (10) business days of the meeting with the County Administrator (or designee).

**Referral to FMCS Mediation:** If the grievance is not settled at Step 4, the grievance may be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS) in writing within thirty (30) calendar days. Either the Union or County may request mediation. Both parties must agree to participate in mediation. Mediation is not required to proceed to arbitration. If mediation is mutually agreed upon, the timeline for arbitration shall be extended for the time necessary to conclude mediation. If the grievance is resolved at mediation, the resolution shall be reduced to writing and signed by both the county and the Union.

**Referral to Arbitration.** If the parties do not both agree to participate in mediation or if the grievance is not resolved during the FMCS Mediation, either party may proceed to arbitration in accordance with Section 7 of this Article.

If at any time in this procedure the County does not respond within the prescribed time limits, the Grievance automatically shall proceed to the next Step. If the employee and/or Union do not adhere to the time limits set forth in this Article, the Grievance will be deemed withdrawn and not further actionable.

Time limits in this Article may be extended upon mutual written consent of the parties. A "business day" for purposes of this Article refers to Mondays through Fridays, excluding County-recognized holidays.

## Section 5. Initial and Terminal Steps of Certain Grievances

Written reprimands may be grieved, but only through Step 3, with the Step 3 decision being final. Written reprimands may not be arbitrated.

A grievance relating to an unpaid suspension of more than one day/shift, a reduction in pay, a disciplinary demotion, or the termination of employment shall begin at Step 4.

## Section 6. Relationship to Work Time

Union representatives may investigate or otherwise handle grievances during working time, as long as there is no unreasonable interference with the operational needs of the County.

## Section 7. Arbitration

The employee and/or Union shall have the right to arbitrate a Grievance as provided below:

- a. A demand for Arbitration shall be made in writing to the Human Resources Director within twenty (20) calendar days at the conclusion of the agreed upon FMCS Mediation or within twenty (20) calendar days after the County's Step 4 answer if the parties do not agree to FMCS Mediation. A copy of the demand for arbitration must be filed with the Federal Mediation and Conciliation Service.
- b. The request for Binding Arbitration shall include a request for a list of ten (10) "Metropolitan" arbitrators who are members of the FMCS.
- c. Once the list of ten (10) arbitrators is received by the County and the Union, beginning with the party requesting arbitration striking first the parties will alternately strike panel members until only one member remains. The sole remaining member shall arbitrate the grievance.
- d. The arbitrator promptly shall conduct the hearing on the Grievance at which both parties shall be permitted to present evidence and post hearing written argument. The decision of the arbitrator shall be final and binding on all parties.
- e. The arbitrator shall be empowered to resolve the Grievance as submitted.
- f. The arbitrator shall not allow hearsay or third-party testimony to be presented as evidence.
- g. The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted through the Grievance. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.

- h. The arbitrator shall not have any power or authority to make any decision contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this Collective Bargaining Agreement or of applicable law or rules or regulations having the force and effect of law. Further the arbitrator shall not have the power or authority to limit or interfere in any way with the powers, duties, and responsibilities of the County except as such powers, duties, and responsibilities of the County except as such powers, duties and responsibilities have been abridged, delegated, or modified by the express provisions of this Agreement.
- i. If the arbitrator finds that cause exists for the discipline administered, the arbitrator shall affirm the decision of the County. If the arbitrator finds that cause did not exist for the discipline administered, the arbitrator shall reverse or modify the decision of the County and provide relief consistent with the provisions of the Collective Bargaining Agreement, County Policy and law. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed.
- j. In discharge cases, the arbitrator is empowered to either sustain the discharge or, if he/she does not, reinstate the employee with or without back pay and benefits, as the circumstances warrant. The following limitations shall apply:
  - 1. Any award of backpay shall be reduced by unemployment compensation the employee has received, and by interim earnings received by the employee from a replacement job or jobs.
  - 2. Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.
  - 3. The arbitrator may not award non-economic compensatory damages, punitive damages, costs, or attorney's fees.
- k. The costs of the arbitrator and of the Arbitration, including a court reporter shall be borne equally by both parties. If either party requests a transcript, the party requesting the transcript shall be wholly responsible for the cost of the original transcript.

## ARTICLE 25 LOSS OF PERSONAL EQUIPMENT OR PROPERTY

### Section 1.

- A. The County agrees to reimburse personnel, in an amount up to \$200.00 per occurrence, once proof of payment is submitted, for personal prescription eyeglasses, and personal stethoscopes that have been damaged in the line of duty and were not a result of the employee's negligence.
- B. The Employee will be allowed no more than \$200.00 total reimbursement of personal items during any single fiscal year.

## ARTICLE 26 LOSS OR DAMAGE OF COUNTY EQUIPMENT, ETC.

### Section 1.

- A. Employees who, through their own non-malicious negligence or minor act of willful misconduct lose or damage County property or directly cause the loss of County revenue, or the expenditure of unnecessary County funds reversing the negligent act or act of misconduct, will be responsible for part or all of the replacement cost, repair cost, loss of revenue or unnecessary expenditure according to the following schedule:
  - 1st Offense - 50 of the estimated repair or replacement cost not to exceed \$100 deducted in an amount not exceeding \$75 per pay period from the employee's payroll check, until paid.
  - 2nd Offense - 75 of the estimated repair or replacement cost not to exceed \$200 deducted in the amount not exceeding \$75 per pay period form the employee's payroll check, until paid.
  - 3rd Offense - 100 of the estimated repair or replacement cost not to exceed \$300 deducted in the amount not exceeding \$75 per pay period from the employee's payroll check, until paid.
- B. Employees who, through their own deliberate malicious negligence or major act of willful misconduct, lose, discard or damage County property or directly cause the loss of County revenue, or the expenditure of unnecessary County funds reversing the negligent act or act of misconduct, will be responsible for 100 of the estimated replacement, estimated repair cost, actual loss of revenue or actual unnecessary expenditure, not to exceed a maximum of \$2,000.00, deducted in an amount not exceeding \$75 per pay period from the employee's payroll check, until paid.
- C. Damage to or loss of County equipment occurring off duty and away from the workplace will be the sole responsibility of the employee and they will be expected to repair or replace the item based on the amounts listed above.

- D. This policy does not apply to County issued equipment or personal protective equipment, stolen from a County station or County vehicle, when stored in the department approved location and adequate lockable areas were not provided by the County.
- E. This policy does not impede or replace the disciplinary policies of the County that govern lost, damaged, or stolen property.
- F. In the event that the lost or damaged item is not repaired/replaced or ordered (issuing of a purchase order) to be repaired/replaced within six (6) months (from the date of damages, all unused collected funds pursuant to paragraphs "A" and "B" of this article, shall be refunded to the employee.
- G. In the event that the lost or damaged item's actual repair or replacement cost is less than the estimated collected funds pursuant to paragraphs "A" and "B" of this article, the difference from the collected amount vs. actual cost of repair and replacement shall be refunded to the employee within ninety (90) days of the County's notification/discovery of said difference.

## ARTICLE 27 SAFETY COMMITTEE

### Section 1. General

- A. The County agrees that safety shall be given the highest priority with respect to purchasing, maintaining and replacement of all equipment, also included will be manpower and training. The County will perform all necessary replacements or repair to equipment in a reasonable amount of time.
- B. No employee shall be required to use unsafe, faulty, damaged, or expired equipment, including personal protective equipment NFPA 1851-14 Annual Inspection and Cleaning.
- C. It is the responsibility of all employees to report in a timely manner unsafe, faulty, damaged, or expired equipment including personal protective equipment within the applicable County or Department policies and procedures.
- D. A Safety Committee shall be formed which shall consist of at least six (6) members. The membership of the committee shall be made of equal representation of management and labor. The Division Chief of Training and Safety will serve as the committee chair. The union shall designate at least three (3) representatives, preference is one (1) from each shift.
- E. The Safety Committee shall meet once quarterly (or more often if so required) to discuss the topics of health and the safety of all department employees.

F. Per 2018 Florida Statutes Chapter 633 Fire Prevention and Control, Section 633.522(5), "Firefighter employees shall be compensated their regular hourly wage while engaged in workplace safety committee or workplace safety coordinator training, meetings or duties prescribed under this section."

## Section 2. Florida Administrative Code 69A-62.043 Duties and Functions of the Safety Committee and Workplace Safety Coordinator

- A. The safety committee, under the direction of the firefighter employer, shall:
1. Establish and communicate procedures for conducting internal safety inspections of the workplace. When approved by the firefighter employer, these procedures shall be used to evaluate the effectiveness of engineering, administrative and personal protective control measures provided by the firefighter employer to protect firefighter employees from recognized hazards in the work and work environment;
  2. Establish and communicate procedures approved by the firefighter employer by which the firefighter employer shall investigate all workplace accidents, safety-related incidents, reportable injuries, illnesses, diseases, and fatalities;
  3. Evaluate the effectiveness of and recommend improvements to the firefighter employer's safety rules, policies, and procedures and for accident and illness prevention programs in the workplace and when approved by the firefighter employer, ensure that written updates and changes to rules, policies and procedures of the safety programs are completed;
  4. Establish and communicate guidelines for the training of members on the requirements of this rule chapter;
  5. Post the scheduled date, time and location of committee meetings in the official electronic communications platform utilized by the employer, i.e. Target Solutions Dashboard;
  6. Provide minutes of the committee meetings in the official electronic communications platform utilized by the employer, i.e. Target Solutions File Center and provide a copy thereof to individual firefighter employees upon written request; and
  7. Retain in the workplace all original written communications between the firefighter employer and the committee, or true copies thereof, for a period of not less than three (3) calendar years.
  8. A majority of the members which shall constitute a quorum of the membership of a committee is required before official business may be transacted at a meeting.

9. A committee organized pursuant to this rule chapter shall operate solely for the purposes required herein and may not substitute as a collective bargaining representative of firefighter employees on unrelated matters.
10. Workplace safety coordinator subsection of chapter 69A-62.043 intentionally omitted as it is not applicable to departments with 20 or greater firefighter employees.

### Section 3. Heat Stress Activity Schedule

- A. The heat stress index (Appendix I) to be used will be the chart from the National Fire Academy (a copy can be found on the NFA website), with daily temperature readings to be taken from the weather channel.
- B. As outlined in the above-mentioned chart, when the humidity reaches 90-105, which falls into the extreme caution category. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.
- C. When the humidity reaches the danger category (105-130), outdoor training should be curtailed at the discretion of the officer in charge. When outdoor activities are conducted it will be under controlled conditions with breaks provided every 30 minutes in shaded areas with fluids available for all personnel.

**Reference:** Florida Statutes section 633.522 (2018),  
Florida Administrative Code 69A-62.043

## ARTICLE 28 SUPPLEMENTAL VOLUNTEER PROGRAM

### Section 1. Recognition

Labor shall recognize that HCFR shall utilize volunteer firefighters as a supplemental to the delivery of emergency services to the community served. Only Individuals who meet the minimum requirements as set forth in the HCFR Standard Operations Guidelines will be utilized as volunteer firefighters.

### Section 2. Staffing/Coverage

At no time shall the usage of volunteer firefighters be allowed to replace the minimum staffing requirements of firefighters as stated in the minimum staffing requirements for HCFR as set forth within Article 32 of this contract.



## ARTICLE 29 HONOR GUARD

### Section 1.

The County and the Union agree to formalize the Honor Guard as a valued HCFR funded asset. The County has the authority and responsibility for the management and equipment purchases for the Honor Guard under the direct supervision of the Division Chief of Operations, or designee.

The Honor Guard can be utilized by the Union upon approval of the Fire Chief, or designee.

### Section 2.

Participation Honor Guard shall be available to HCFR members in good standing. Current members of the Honor Guard are automatically invited to continue service on the team.

### Section 3.

Honor Guard uniforms will be provided and maintained by HCFR to all approved members.

## ARTICLE 30 POLICIES, PROCEDURES & ETC.

### Section 1. General

All employees are responsible for becoming aware of and familiar with all departmental and County policies, procedures, rules, protocols, etc. which govern their employment with the Hernando County Board of County Commissioners.

The Union agrees that employees shall comply with all County/Department rules and regulations, including those relating to conduct and work performance.

All employees shall have access to current electronic copies of the Department and County policies, procedures, rules, and protocols.

All HCFR guidelines, policies, procedures, rules, and protocols will be located on the department's internal drive.

All employees are required to review and acknowledge via the department policy management system.

## ARTICLE 31 CONTAGIOUS DISEASES

### Section 1.

The County shall maintain first aid facilities at all major facilities. In addition, first aid kits and other limited emergency supplies are located in hazardous areas, such as where machinery or utility equipment is located.

Employees who become ill on the job or suffer any work-connected injury, no matter how minor, shall report to a medical facility for examination, treatment, and recording of the incident. Time spent by an employee in waiting for and receiving such medical attention shall be considered hours worked for pay purposes. However, whenever possible, employees should notify their supervisor before leaving their work station for medical reasons.

Employees who are exposed to any unexpected occupational health hazard, such as toxic materials, fumes, any biohazardous fluids or material, are required to have a physical examination immediately after the exposure. The physician shall determine whether exposed employees require medical treatment, whether they may be permitted to continue on their jobs or whether they should be assigned to other jobs. Employees whose job normally exposes them to health hazards should be given periodic medical examinations to ensure that such exposure does not result in any medical complications.

**Reference:** Hernando County BOCC Medical Procedure Policy.

## ARTICLE 32 STAFFING AND EMERGENCY RESPONSE

### Section 1.

The Board of County Commissioners has the sole authority to determine the purpose and mission of the County Government, to determine the services to be provided to the public, and the budget to be adopted. The Union and the employees covered under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in the Agreement, to manage and direct any and all of its operations.

### Section 2.

The County has the sole and exclusive right to decide as to the number, location, method, and personnel by which operations are to be conducted, including the right to assign overtime work to employees in alignment with Article 42 and contract or subcontract out work in whole or in part, subject to the layoff and recall provisions of the CBA.

### Section 3.

The County and the Union agree that staffing levels have a correlation to the level of operational readiness as well as to the safety of the public and firefighters. The parties also agree that it is the sole authority and responsibility of the County to establish staffing level parameters and the acceptable public safety level of risk on behalf of the citizens of Hernando County.

### Section 4.

The County, through management rights and budget limitations, establishes the fire rescue Emergency Response Capability (ERC) levels. It is the responsibility of all fire officers and emergency scene incident commanders to respond to, size up, develop and implement an incident action plan, and manage resources to safely mitigate the emergency incident. Every incident action plan's strategy and tactics must focus on the objectives of the life, safety, property conservation, and hazard mitigation. The following ERC levels incorporate the combination of trained personnel, available fire rescue resources and equipment, and the ability to meet County established response time standards.

- A. Optimum Level of Service (OLS) - The level of service is Optimum when all authorized resources are available for emergency responses in accordance with NFPA 1710.
- B. Standard Level of Service (SLS) - The level of service where all authorized minimum resources are staffed and available for the emergency response within Department SOG(s). SLS provides sufficient capability for initial and staggered unit response for sustained operations after arrival on scene. During SLS, emergency response forces have the minimum resources (three (3) firefighter engine companies and two (2) firefighter rescues / ambulances, and a minimum of 64 total personnel on duty with the exception of the "day-car") to potentially accomplish all necessary life safety and property conservation objectives when responding to individual and multiple emergency incidents from an all-hazards perspective.
- C. Reduced Level of service (RLS) - The level of service when ERC is less than SLS but greater than Critical Level of Service, RLS provides sufficient capability for initial response, scene assessment and implementation of mitigation tactics. This level of service represents increased risk/loss potential due to lack of ERC to perform rescue and sufficient mitigation tactics simultaneously.

In structural fire incidents, the NFFA 1710 fire and emergency response objectives and essential fireground tasks may not be successfully completed during situations where simultaneous rescue and firefighting activities are required. RLS may necessitate defensive fighting tactics with interior firefighting operations potentially prohibited unless the fireground Incident Commander determines that responders entering the structure are unlikely to be injured or killed or that there is a potential rescue of an occupant.

Reduced Level of Service exists when emergency response units are either unavailable or understaffed, e.g. two (2) firefighter engine companies last call unit designations, or unit unavailable designations.

D. Critical Level of Service (CLS) - The level of service when ERC required for RLS is unavailable. This level of service represents an extreme risk/loss potential due to lack of ERC to perform rescue and sufficient mitigation tactics simultaneously. Normal fire and emergency response objectives will not be successful, and the property involved in the fire is expected to be destroyed.

## Section 5. Levels of Service Rules of Engagement

A. The Union and the County agree that the daily operational objective is to, at a minimum, maintain the Standard Level of Service Emergency Response Capability in accordance with department SOG(s).

B. Reduced Level of Service can and does occur during normal daily operations and for other operational or administrative needs such as for planned training drills. The County reserves the right to implement RLS for overtime fiscal management purposes on an as-needed basis. However, RLS periods greater than eight (8) hours for any other reason other than emergency response operations will not be utilized without direction from the County Administrator with input from the Union President for alternative solutions.

Exception: The Fire Chief has the authority to approve not staffing one (1) peak time rescue/ ambulance ("day-car") on an as-needed basis for overtime management purposes for normally planned tours of duty greater than eight (8) but not more than (12) hours. Non-firefighter certified EMS staff will not be utilized for minimum staffing purposes on any fire apparatus nor 24-hour rescues / ambulances.

For reasons other than emergency response related or lack of available vehicles, RLS threshold for periods greater than eight (8) hours will not exceed:

- one (1) engine company designated unavailable or one engine company per battalion staffed with crew of two; and/or

- one (1) battalion chief limited to those times when an administrative chief is on duty and available for immediate emergency response; and/or
  - one (1) peak time rescue/ ambulance ("day-car")
- C. Critical Level of Service can and does occur due to emergency response call volume and multiple simultaneous emergency incidents. However, CLS for any other reason other than emergency response operations will not be utilized without direction from the County Administrator with input from the Union President for alternative solutions.

## ARTICLE 33 SHIFT AND STATION BID

### Section 1.

- A. If a vacancy occurs at a station within a shift, it shall be emailed via the County email system, as soon as possible to all employees. HCFR employees shall have three business days to submit bids for the position.
- B. The bids shall be emailed through the chain of command via the chain of command to Division Chief of Operations and Administrative Payroll Staff by any interested employees no later than the deadline date listed on the posting.
- C. The HCFR bid form shall be accurately completed with all the required signatures. Failure to do so shall be grounds for denial of the bid request.
- D. The Division Chief of Operations shall give final approval of the Shift and Station award with consideration given to qualifications, seniority, and/or operational effectiveness.
- E. The procedure shall be done prior to hiring any employees from outside the department.
- F. Once an employee applies for and is granted a Shift and Station bid, the employee may not bid another station for at least one (1) year (unless the employee was moved based on operational effectiveness, which shall not preclude additional shift bidding by the employee).
- G. Any personnel that are moved based on operational effectiveness, shall have the ability to move to their previous station assignment if a vacancy opens within one (1) year of the administrative move.
- H. Firefighters serving during their initial probation (first 12 months), shall not have the ability to bid for another station or shift.
- I. The fire department needs to provide a balance of Paramedics (excluding Captains and Driver Engineers) assigned to each shift and/or station that is vital to providing a uniformed level of

service. Therefore, the following paramedic balanced staffing guidelines shall be followed:

1. When Firemedic-only bid slots (based on Management's paramedic staffing plan) are not filled by the normal bidding processes, Management has the right to assign Firemedics to shifts and/or stations as needed (supersedes the bidding process).
2. When non-bid Firemedic placements occur, the least senior (based on hire date) Firemedic is moved to fill a vacant slot.
3. A Firemedic moved under this paragraph, shall retain the right to bid to another open Paramedic position pursuant to paragraphs A through E above.
4. The first priority of balancing Firemedics (excluding Captains and Driver Engineers) across stations and shifts shall be assigning a minimum of two (2) Firemedics for every rescue (ambulance) assigned to the station.
5. The second priority (after completing the first priority) of balancing Firemedics (excluding Captains and Driver Engineers) across stations and shifts shall be assigning a minimum of one (1) Firemedic per shift at each fire station not equipped with a rescue (ambulance).
6. The third priority (after completing the first and second priority) of balancing Firemedics (excluding Captains and Driver Engineers) across stations and shifts shall be assigning a minimum of three (3) Firemedics per shift at each fire station equipped with a rescue (ambulance) and five (5) Firemedics for stations that are assigned 2 rescues (ambulances). Non-firefighter certified EMS staff shall not count toward the Firemedic minimum staffing.
7. Paramedic rebalancing shall be achieved without a forced shift change whenever possible. However, it is acknowledged that rebalancing across shifts shall occur when a Firemedic imbalance is reached.

## ARTICLE 34 HYBRID KELLY DAYS

### Section 1.

- A. All combat employees assigned to shift work (24 hours on and 48 hours off) shall receive a Hybrid Kelly Day that occurs every 6 weeks on the same day of the week. FLSA does not require Kelly Days to be treated by the employer as paid hours worked. As such, Hybrid Kelly Days are to be treated by the employer as unpaid time off and not to be recognized as hours worked for overtime accounting purposes.
- B. Combat employees are authorized to work voluntary overtime on their Hybrid Kelly Day. It is the employee's responsibility to notify the Staffing Battalion Chief that they wish to be considered for voluntary overtime in accordance with Article 42. This must be clearly noted on the employee's time sheet in accordance with department time accounting procedures.
- C. The actual hours worked over 6 weeks without a Hybrid Kelly Day is 336. The actual hours worked with a Hybrid Kelly Day every 6 weeks is 312 (336-24=312). The actual hours worked by combat employees with a Hybrid Kelly Day every 6 weeks equates to 52 hours per week on average.

## ARTICLE 35 MUTUAL EXCHANGE OF TIME

### Section 1. Utilization of Mutual Exchange of Time

Mutual exchange of time is a privilege for utilization of personnel within the HCFR Operations Division.

Mutual exchange of time shall not disrupt the efficient operations of HCFR. At no time shall HCFR be responsible for paying back owed mutual time to an employee due to another employee that has separated from employment. It is the responsibility of the remaining employee to report to work or find another means of leave. However, the employee who has not received the reciprocal exchange of time, may be allowed to utilize his/her own PTO as to not disrupt planned time off\ even if this creates a circumstance of allowing more personnel off then normally allowed.

HCFR Fire Administration reserves the right to suspend or deny mutual exchange of time for an employee on a case-by-case basis when such exchanges of time disrupt the operations of a fire station, battalion, or the department.

### Section 2. Parameters

Mutual exchange of time is a benefit to allow personnel time off when utilized within the following parameters:

- A. Mutual Time must be reciprocated equally between two (2) employees. If an employee requests an exchange of time from another employee, the time shall be reciprocated in full within one (1) year of the original exchange of time request.
- B. Exchanging of Kelly Days is permitted.
- C. Employees shall not owe more of the maximum allowed time of 240 hours at any given time.
- D. Although it is strongly encouraged to exchange time with employees of the same rank, an employee may exchange time with employees of one rank higher or lower than the requesting /receiving employee if the employee can fulfill all the duties in full of the requesting/receiving employee as scheduled at the time of the request. At no time shall an exchange of time be approved for more than one rank higher or lower than a requesting/receiving employee. The only exception to this is Kelly Day mutual exchanges. When this occurs, employees are not subject to the one rank higher or lower rule. Single-certification paramedics may only exchange time with other single-certification paramedics.
- E. Employees that have requested or agreed to a mutual exchange of time that has been approved by the Staffing Battalion Chief shall be responsible for reporting to duty at the agreed upon time and date.
- F. Battalion Chiefs shall be restricted to mutual exchange of time with other Battalion Chiefs or Captain/ride-up Battalion Chiefs when the Captain/ride-up Battalion Chief is working in the Battalion Chief capacity.
- G. It is the expectation that officers lead, manage, and train their crews which requires a higher need of their presence on their duty shift. As such, it is expected that barring long term leave demands such as military leave, workers comp, or sick leave for significant medical issues, officers should refrain from excessive use of mutual exchange of time that comprises the ability to adequately lead, manage and train their crews. Mutual exchanges will be denied and/or the privileges suspended if warranted based on a case-by-case quarterly review by the Division Chief of Operations.

### Section 3. Request Procedures

All requests for mutual exchanges of time shall be submitted utilizing the following procedures:

- A. All requests shall be submitted via the HCFR scheduling or timekeeping software system. The only exception to this procedure will be if the software system or county computer system is down. In this case an email and follow up phone call to the employee's Battalion Chief shall occur.



- B. Mutual exchanges are not considered approved until the staffing Battalion Chief has approved the request via the staffing software system.
- C. All mutual exchanges shall have a reciprocation of time input into the staffing software system at the time of request.

#### Section 4. Failure to Report Procedure

Employees that fail to report to duty, due to an unexcused absence, on the agreed upon time and date of a mutual exchange shall have their ability to participate in mutual exchanges of time suspended for a minimum of six (6) months. Employees that fail to report to duty a second time shall be suspended from participating in mutual exchange of time for a minimum of twelve (12) months. Further violations of the mutual exchange of time reporting procedure shall result in a permanent revocation of mutual exchange of time. An employee may request reinstatement of their mutual exchange of time privileges after a period of three (3) years with the approval of the Fire Chief.

#### Section 5. Early Relief

Employees shall be granted upon request up to two (2) hours of early relief of duty when the following requirements are met:

- A. The employee that agrees to cover another employee for early relief shall be able to fulfill all the duties of the originally scheduled employee.
- B. The request must be submitted via the county e-mail system to the employee's Battalion Chief and the Staffing Battalion Chief as well as a follow up phone call via the chain of command to the Staffing Battalion Chief.
- C. The early relief request shall not be considered approved until the on-duty Staffing Chief has approved the early relief.
- D. All request for early relief shall be tracked in the HCFR electronic timekeeping system.

#### Section 6. Probationary Employees

Probationary employees shall not be eligible for Mutual Exchange of Time during their first three (3) months of employment. Mutual exchanges in excess of 24-hours per month for employees during the first-year probationary period shall be at the discretion of their assigned Battalion Chief. This shall include any probationary period extensions. Requests for an exception to this section shall be at the discretion of the Fire Chief, or designee.

## ARTICLE 36 EMERGENCY DEPLOYMENT

### Section 1.

- A. Whenever HCFR units or personnel are requested and/or offered for any large scale emergency deployment that will be for longer than 24 hours, the personnel will be chosen based on seniority from a continuing list of all personnel based on rank.
  - a. Once a member is deployed, they will be placed on the bottom of the list of available personnel for any future deployments.
  - b. Any personnel who have received a disciplinary action of a written reprimand or higher within the previous six (6) months prior to deployment, must be approved by the Fire Chief.

## ARTICLE 37 ADMINISTRATIVE MOVES OF PERSONNEL

### Section 1. Operational Effectiveness

- A. Any personnel that are moved based on operational effectiveness, shall have the ability to move to their previous station assignment if a vacancy opens within one (1) year of the administrative move.
- B. Every effort will be made to prevent moving specialty team members to non-specialty stations: however, they may be required to change shifts due to operational effectiveness.

### Section 2. Union Stewards

- A. Union Stewards are shift specific and are elected positions within the bargaining unit. Stewards shall not be moved to another shift for operational effectiveness regardless of seniority, rank, or certification status.
- B. Upon promotion of any Union Steward, they shall be placed in any appropriate available vacancy on their current shift for their new rank prior to being placed on other shifts. If there are no openings on the Steward's current shift, then they will be removed from their role as Union Steward and moved to the available position.

## ARTICLE 38 TRAVEL REIMBURSEMENT BETWEEN STATIONS

### Section 1.

Bargaining Unit members will be reimbursed at the rate established by current IRS Guidelines, when they are told to report to a different fire station and after they have completed their prior shift (left the station). Requests for travel reimbursement shall be submitted to payroll each pay period and paid out the next payroll.

## ARTICLE 39 HEALTH INSURANCE

### Section 1.

The County shall report any adjustments to health insurance premiums, plan options, or Benefit Dollars that are being considered to the Union, with no less than sixty (60) days advanced notice of the proposed implementation date in order to afford the Union an opportunity to bargain over the impact of such adjustments.

The current policy and practice that is in force for all other non-Union Hernando County Board of County Commissioner employees as approved by the Board of County Commissioners, inclusive of Benefit Dollars.

### Section 2.

the health insurance provider, plans, and options shall be the same as is provided to non-union Hernando County Board of County Commissioner employees, with the exception of Short-Term Disability which states an 8th day injury, 15th day illness and 26-week duration policy, for the duration of the contract.

## ARTICLE 40 FLORIDA RETIREMENT SYSTEM

### Section 1.

The Employer will continue its participation in the Florida State Retirement System. Should major changes be made to the FRS, both parties agree to reopen this Article.

## ARTICLE 41 ACTING OUT OF GRADE PAY

### Section 1.

- A. Employees required to act out of grade (i.e., Driver Engineer riding up as Captain or Captain riding-up as Battalion Chief), shall receive incentive pay for all hours acting out of grade in addition to their normal hourly rate as reflected on the compensation table. The minimum hours necessary to qualify for acting out of grade is 2 hours.
- B. An employee shall not be required to ride-up more than one rank.
- C. When an employee is working a mutual, all qualifications and/or current certifications may be utilized by the employer to benefit the operational needs of the department.
- D. If the employee who is working the mutual is requested to ride-up, then the employee on duty at the time of the mutual shall receive the ride-up pay in accordance with Section 1.A. of this article.

## ARTICLE 42 OVERTIME PROCEDURES

### Section 1. Forty Hour (40) Personnel

- A. All IAFF Local 3760 Personnel assigned to 40 hours per week work schedules shall have their overtime paid at a rate of one and one-half times the regular rate of pay for each hour worked in a work week in excess of forty (40) hours per week or comp time at the employee's choice.
- B. All planned leave hours (scheduled at least 24 hours in advance), including vacation, sick, PTO, holidays and civil leave, will be used in the calculation of overtime rate of pay as hours worked.
- C. Unplanned leave hours (less than 24 hours advance notice), including vacation, sick, PTO, unpaid leave, disability pay, workers compensation, the holiday differential rate and holiday overtime itself will not be used in the calculation of overtime rate of pay as hours worked.
- D. Any administrative leave pending investigation or disciplinary action will not be used in the calculation of overtime rate of pay. Should the result of an investigation be unfounded, the employee's time shall be corrected.

### Section 2. 24 Hour Shift Personnel

- A. Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 hours as the number of days in the work period bears to 28 days. For example, fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period or over 212 hours during a 28-day period.
- B. The County and Union agree for the purposes of calculating overtime within FLSA compliance, the "work period" is 14 days.
- C. All planned leave hours (scheduled at least 24 hours in advance), including vacation, sick, PTO, holidays, and civil leave, will be used in the calculation of overtime rate of pay as hours worked.
- D. Unplanned leave hours, (less than 24 hours advanced notice) including sick, vacation, PTO unpaid leave, administrative-leave, disability pay, workers compensation, the holiday differential rate and holiday overtime itself will not be used in the calculation of overtime rate of pay as hours worked.

- E. Any administrative leave pending investigation or disciplinary action will not be used in the calculation of overtime rate of pay. Should the result of an investigation be unfounded, the employee's time shall be corrected.
- F. The FLSA does not require Kelly Days to be treated by the employer as paid hours worked. As such, hybrid Kelly Days are to be treated as unpaid time off and not recognized as hours worked for overtime accounting purposes.
- G. Overtime shall be considered as anytime actually worked over one hundred and six (106) hours within any 14-day "work period". Overtime will be paid at the rate of one and one-half times the employee's hourly rate. Standard Operating Procedures shall require that mandatory overtime shifts be awarded at Management's earliest practical date. Pre-identified overtime, normally being pre-scheduled prior to the 27th day of the preceding month.
- H. All mandatory overtime will be paid at a rate of one- and one-half times the employee's hourly rate.
- I. Any offer or acceptance of any type of compensation, payment, or thing of value given or received during the overtime process is prohibited. Violations are classified as a major offense and will result in discipline up to and including termination. Examples include but are not limited to paying an employee to give his/her assigned / agreed-to overtime in exchange for money or anything of monetary value or offering money or anything of monetary value to an employee to work overtime in his/her stead.
- J. Open positions should be filled first using available on-duty personnel, including those qualified to "ride up" as Captain or Battalion Chief.
  - 1. Vacation and Kelly days will be filled first with available on duty personnel.
  - 2. Remaining available on duty personnel shall then be used to fill vacancies created by sick leave or workers compensation.
  - 3. When there are no qualified-on duty personnel available to fill an open position, the opening may be filled using overtime on a position for position basis.
- K. If a firefighter creates the need for overtime, the person at the top of the firefighters' list will be assigned mandatory overtime. After that assignment, that person's name will be moved to the bottom of the list and the date of the overtime recorded. The next overtime position will be assigned to the next person on the list. Each time a person is assigned overtime, his or her name is crossed off and the date of overtime recorded. In the event a paramedic is required the first available paramedic will be selected from the firefighter list.

- L. If a Captain or Ride Up Captain creates the need for overtime, refer to the Captain's list and use the same procedure. If a Driver Engineer or Firemedic II or Firefighter II assigned as a Driver Engineer creates the need for overtime, refer to the Driver Engineer list.
- M. At no time will two (2) persons be hired back to meet the above criteria if only one (1) person is needed to meet minimum staffing. Should a station require a Captain and a Paramedic to fill minimum staffing, a Captain Paramedic may fill both requirements as an Officer and a Paramedic. Then a Firefighter may fill the second slot.

### Section 3 Mandatory Overtime List

- A. In an effort to limit the amount of consecutive hours that employees are working, for all overtime spots that are vacant prior to 1000 hrs each shift, the open positions will be offered to any personnel that are on Kelly Day for that shift on a voluntary basis prior to sending out the mandatory list. Every effort will be made to move the employee working voluntary OT on their Kelly Day to their normal assignment when possible without interrupting operations.
  - a. It will be the responsibility of the members that are interested in working on their Kelly Days to contact Battalion 2 via email, prior to 0900 to be considered for the OT. There will be no exceptions.
  - b. The voluntary OT for members working on their Kelly Days for these early vacant positions will not be position for position. For example, if a vacancy is for a Firefighter, and a promoted employee accepts the voluntary OT on their Kelly Day, they would be moved to their normal position, and the appropriate moves will then occur to fill the vacancy.
- B. Kelly Day Overtime will be offered based on the same date listed on the most recent Mandatory OT list for that specific employee. Should the person receiving the mandatory overtime elect not to work the assigned time, the employee may elect to give the overtime slot away to another employee with equal training or more.
  - 1. A Firefighter may give the overtime away to another Firefighter.
  - 2. A Firefighter/Paramedic may only give the overtime to any other Firefighter/Paramedic or Lieutenant. Should the overtime be for a Non-Paramedic required position, the Firefighter/Paramedic may give the overtime to a Firefighter/EMT.
  - 3. A Driver Engineer may give the overtime to any other Driver Engineer. If the overtime requires a Driver/Engineer/Paramedic position, then the overtime can only be transferred to another Driver/Engineer/Paramedic, Lieutenant, or qualified ride-up.
  - 4. A Lieutenant may give the overtime to any other Lieutenant, Driver Engineer, or Firefighter. If the overtime requires a Firefighter/Paramedic, then the overtime can be transferred to a Lieutenant or Firefighter/Paramedic. If the overtime is for the supervisor position (ie. Medic 10), then it can be transferred

- to another Lieutenant, a Driver Engineer that is capable of riding up in the Captain's position, or a Captain.
5. The Captain may give the overtime to another Captain. If the overtime requires a Captain/Paramedic position, then the overtime can only be transferred to another Captain/Paramedic or a qualified ride up in accordance with SOG 145.
  6. If mandatory overtime cannot be given away at the current rank, then the individual may give the overtime to a person one rank either higher or lower that is qualified to fill the open slot.
    - a. Once mandatory overtime is issued, it will be the responsibility of the employee to either work the overtime or to give the overtime assignment away. Failing to report to the overtime assignment will be considered failure to report for duty and discipline will result.
    - b. If an employee gives away the overtime, the person who is accepting the overtime will need to contact Battalion Chief 2 to confirm the assignment. Overtime that has been given away to another employee is considered voluntary overtime by the accepting employee.
- C. Mandatory Overtime will be filled by the shift that is going off duty. For example: Mandatory overtime on A shift will be filled by C shift, mandatory overtime on B shift will be filled by A shift, and mandatory overtime on C shift will be filled by B shift.
- a. Battalion Chief 2 will fill the overtime slots as soon as possible after the OT assignment is recognized.
- D. Battalion Chief 2 will create a voluntary overtime list daily. An employee wishing to be included on the voluntary overtime list must notify Battalion Chief 2 by 1000 hrs.
- E. Employees must notify Battalion Chief 2 of any qualified exemption from overtime placement no later than 0900 hrs.
- F. Battalion Chief 2 will create the mandatory overtime list by 1000 hrs. Once created, both the voluntary overtime list and the mandatory list will be emailed to all personnel.
- G. Battalion Chief 2 will update the overtime list as soon as assignments have been made. The list will be published to shift personnel after any changes have been made so personnel can make personal plans to either take the overtime or give it away. Any staffing software will be updated as well to show the adjusted roster.



- H. Any employee who has a vacation, mutual or Kelly day scheduled for the next shift, will be placed in an exempt status on the mandatory overtime list. In addition, an employee who has worked 48 consecutive hours or more, will not be placed on the overtime list unless there is at least 12 hours off between assignments. When the employee returns to work, his/her name will be placed in the rotation for the overtime. If the employee wishes to remain on the mandatory OT list Battalion Chief 2 is to be notified by 0900 of the employee's duty shift.
- I. Employees in paramedic school and/or fire classes required for the Florida State certifications are exempt from mandatory overtime should the employee have school the next day. It is the responsibility of the employee to notify Battalion Chief 2, each shift before the mandatory list is created. All paramedic students must submit a schedule by the first of the month to Battalion 2 signed by an instructor in order to verify the school schedule.
- J. If an employee is assigned mandatory overtime for a period of 12 hours or less, that employee may notify Battalion Chief 2 prior to 0900 hrs on their next shift to remain at the top of the list.
- K. Any employee who has been the number one eligible person on the mandatory list for two shifts (48 total hours) may email Battalion 2 during the second shift, and request to be moved to the bottom of the list if they are not required to work mandatory overtime by the end of that shift. The employee must make such request before he/she leaves work on his/her second shift. The employee may not change their decision after the mandatory list is distributed on their next shift.
- L. Once an employee is relieved from duty (at either the normal 0800 hrs shift change or by approved early mutual relief in compliance with Article 35) mandatory OT will not be imposed.

- M. If during the course of a shift an employee has to leave for a valid reason, the following procedures shall be followed:
- a. Following the proper chain-of-command, the employees Battalion Chief shall be notified immediately.
  - b. Unless deemed an emergency by the Battalion Chief, the employee shall remain at work until proper relief can be arranged.
  - c. Battalion Chief 2 (Staffing) shall initiate an "all page" via the current staffing software, providing the following information: location of overtime, specific position needed, duration of overtime; and number to call is included.
  - d. It is the intention of the position specific "all page" to fill the overtime position within 15 minutes, with the correct ranked employee. If a correct ranked employee did not reply, and an employee the rank below (who is qualified to ride-up) did reply, then BC 2 is to offer the overtime to the first replying qualified ride-up for the vacant position.
  - e. If neither the specific position nor rank or a qualified ride-up for that rank replied to the "all page" and a qualified member at the next higher rank did reply, then BC 2 is to offer the overtime to the first replying qualified higher-ranking member for the vacant position.
  - f. If neither the specific position rank, qualified ride-up for the specific position or a qualified next higher position reply during the first 15-minute "all page" period, a second "all page" will be issued. BC 2 will then offer the OT to the most appropriate (closest in rank) during the first 5 minutes of the second "all page".
  - g. After the first 5 minutes of the second "all page" BC 2 will award the OT to the next available member, who can directly or indirectly, with additional personnel movement(s), fill the open position.
  - h. For durations of time of 4 or more hours, on-duty OT promoted officers (for ranks of Driver Engineer or higher) shall be assigned to serve at their normal rank, prior to the use of acting officers to fill vacant officer's position. This may require several moves.
- N. Should the Honor Guard have a scheduled event, personnel on the detail will be exempt from mandatory overtime.

- O. When composing the staffing for the shift, allowances must be made for long term absences. Long-term leave shall be defined as any absence that is in excess of 5 consecutive shifts. In this situation, those positions that are long term leave will be filled last after filling all normally occurring Vacation Leave, Kelly Days, etc., and then filled according to the position-for-position clause in the Union Contract.

Example: Firefighter 13 is out on Light Duty in excess of 5-shifts.

- a. All other positions will be filled on the shift, utilizing additional firefighters, Driver Engineers, and ride-ups. Then if there is not enough staff to fill the light duty opening, it will be filled with a firefighter on mandatory overtime as position-for-position.
- b. The Battalion Chief has the ability to allow thirteen (13) personnel on pre-scheduled leave such as vacation, PTO or Kelly Day. Leave requests submitted within 14 days of the requested date will be approved based upon the creation of overtime (per union contract.)
- c. The thirteen (13) slots will be reviewed by management on a quarterly basis and shall meet with the Union President to discuss the need to reduce allowed pre-scheduled time off to twelve (12) slots based on budgetary needs. Any pre-scheduled time-off that was approved prior to any decision to reduce pre-scheduled time-off shall be honored.

## ARTICLE 43 EDUCATION REIMBURSEMENT

### Section 1.

Employees eligible for tuition reimbursement for classes that are required to earn and maintain state certification for the certifications listed below or desire to attain one of the certifications listed below in preparation for future career advancement. For the class to be eligible for tuition reimbursement the class must be an approved Florida State Fire College course/class. Tuition Reimbursement for fire service-related courses/classes will adhere to the HCFES Tuition Reimbursement policy and shall not exceed a total per class cost of \$200.00, or the current rates established by the Florida State Fire College rate, whichever is greater.

1. Approved fire service courses or classes that are pass / fail will be reimbursed at 100%, not exceeding the Florida State Fire College Rate, for passing.
2. One (1) year employment service obligation shall apply to all Fire and EMS related classes/courses with the exception of Paramedic school that requires a three (3) year employment/service obligation.
3. When an HCFR employee receives reimbursement for any class/course or certification, HCFR has the ability to utilize such employees' skills and abilities when operational necessity arises. This shall not conflict with utilizing on-duty full time specialty team and alternate team members first.
4. Reimbursement for tuition will not be denied because a class can be taught in house at HCFR, unless it is already on an employee accessible schedule to be taught within the next six (6) months, at the time of the application for reimbursement.
5. For mandatory multi-day courses that require travel of greater than 60 miles one way from Hernando County Fire Rescue Headquarters, the employee will receive administrative time for the entire shift. The class must require that the employee attends the class on the day of and the day after their assigned shift.
6. Classes that end on a day that the employee is scheduled to be on duty, requires the employee to report for duty upon returning from the class.

Courses shall be categorized and reimbursed by 2 tiers. Tier 1 courses shall be reimbursed up to the maximum of \$200.00 each. Tier 2 courses shall be reimbursed up to the maximum of \$200.00 each with a maximum departmentwide budgeted expenditure of \$15,000. Once the maximum of \$15,000 has been paid by HCFR for Tier 2 courses, any future reimbursement requests will be denied for the remainder of the Fiscal Year.

Tier 1 Courses:

1. Pump Operator
2. Fire Officer
3. Fire Instructor
4. Fire Safety Inspector
5. Aerial Operations

Tier 2 Specialty Team Courses:

1. Live Fire Instructor
2. Technical Search & Rescue courses
3. Aircraft Rescue and Firefighting
4. Hazardous Materials Technician

Tier 2 EMS Related Courses:

1. EMS courses that are directly related to Paramedic or EMT duties within HCFES will be approved on a case-by-case basis by the Division Chief of Training or other Administrative Chief (when available).

## Section 2.

Tuition for Associate's, Bachelor's or Master's Degree (excluding Paramedic) classes which are required, shall be reimbursed in accordance with the current Hernando County Board of County Commissioners Tuition Reimbursement Policy.

Hernando County reserves the right to discontinue the Education Reimbursement Program, at any time, based on operational or financial assessment during any given year as determined by the Board of County Commissioners. Any such discontinuance of the program will not affect any coursework previously approved for individual employees.

Tuition Reimbursement for Paramedic class, shall be reimbursed in accordance with Hernando County Board of County Commissioners Tuition Reimbursement Policy, with the following exceptions:

- A. The maximum reimbursement amount (prorated by the employee's achieved grade in accordance with Hernando County Board of County Commissioners Tuition Reimbursement Policy), shall be based on the current tuition amount for the Pasco-Hernando State College.
- B. For Paramedic classes, the service obligation shall be three (3) years.
- C. State of Florida Approved Paramedic Certificate Programs that provide the ability to obtain a Florida State Paramedic License.
- D. Paramedics who are unsuccessful through the Paramedic Internship Program to obtain Paramedic privileges with Hernando County Fire Rescue after two internship program attempts, shall reimburse the Department 100 of the amount paid, at a minimum of \$100.00 per pay period. If after two attempts at completion of the HCFR Paramedic Internship Program the employee has been unsuccessful and is granted further opportunities, the \$100.00 per pay period payments shall cease. There shall be no reimbursement of funds that have already been paid by the employee to the County.

## ARTICLE 44 HOLIDAYS AND HOLIDAY PAY

### Section 1.

An employee who is scheduled to work on a holiday and who in fact does work on a holiday, shall be paid at 1.666 times his/her normal rate of pay.

Employees accepting and working on overtime shift on a holiday, shall be paid an additional half time holiday differential for all hours worked on the actual holiday.

The current approved holidays that apply to all other County employees as approved by the Board of County Commissioners are to be considered the approved holidays for the Union 40-hour employees, with the holidays for 24-hour shift employees being adjusted to the actual holiday date of occurrence (when different due to weekends).

Holidays are to be honored on the day of occurrence and shall be defined as the hours between 08:00am and 07:59am for 24-hour shift personnel.

Paramedics assigned to work other than 40-hour weekly schedule shall follow the holiday schedule of the 24-hour shift personnel.

### Section 2.

Twelve (12) approved Holidays are listed as below:

24 Hour Shift Personnel	40 Hour Personnel
New Year's Day	New Year's Day or as amended by BOCC for weekends
Martin Luther King Jr. Day	Martin Luther King Jr. Day
President's Day	President's Day
N/A	Good Friday
Easter Sunday	N/A
Memorial Day	Memorial Day
Independence Day (July 4)	Independence Day or as amended by BOCC for weekends
Labor Day	Labor Day
Veteran's Day	Veteran's Day
Thanksgiving Day	Thanksgiving Day
N/A	Day after Thanksgiving Day
Christmas Eve Day	Christmas Eve Day or as amended by BOCC for weekends
Christmas Day	Christmas Day or as amended by BOCC for weekends
New Year's Eve	N/A

## ARTICLE 45 WAGES

### Section 1. Annual Performance Evaluations

Hernando County recognizes the importance of providing framework for goal setting and constructive feedback for employees. Performance appraisals shall fairly and equitably appraise and assist employees in developing effective ways of achieving work goals, set expectations, as well as review the overall performance of the employees in completing the tasks and meeting the responsibility of their positions. Employees shall have their work performance reviewed at least annually by the employee's immediate supervisor in accordance with current policies and procedures.

- A. Annual performance evaluations are not grievable.
- B. Employees with overall annual performance evaluation ratings of less than satisfactory for two consecutive years shall be terminated.

### Section 2.

- A. Employee pay shall be calculated, tracked, and paid based on an hourly rate of pay in accordance with the Fair Labor Standards Act. The annual hours worked utilized for calculating 52-hour employees' base hourly rate of pay will be 2704.
- B. Non-exempt employees are considered salaried non-exempt employees for payroll purposes.

### Section 3. Promotions

Employee promotions shall not reduce nor delay the timing of the negotiated annual wage increases or any other financial benefit afforded to County employees by the BOCC.

Promoted employees shall receive promotional increase in pay based on current base hourly wage and receive annual total employee wage adjustment per CBA utilizing newly promoted position base hourly rate.



#### Section 4. Driver Engineer Promotional Pay

Employees promoted to Driver Engineer shall receive a 5% increase to their base hourly wage or the minimum hourly rate, whichever is higher.

#### Section 5. Lieutenant Promotional Pay

Management retains full rights to develop, implement, change, and/or terminate a limited Lieutenant position (three per shift).

Employees promoted to Lieutenant shall receive a 5% increase to their base hourly wage or the minimum hourly rate, whichever is higher.

Lieutenant staffing vacancies shall not incur ride-up pay except for Rescue 10, which will require at least one promoted employee for supervisory purposes. Article 9 shall not apply. The three (3) Captain positions assigned to Rescue 10 shall be phased out via attrition and subsequently replaced with three (3) Lieutenants.

Lieutenants shall assume Paramedic Preceptor responsibilities. Lieutenants shall follow the Promotional Process as outlined in the HCFR Standard Operating Guidelines under Training 300 (updated to reflect Lieutenant).

#### Section 6. Captain Promotional Pay

Employees promoted to Captain shall receive a 5% increase to their base hourly wage or the minimum hourly rate, whichever is higher.

#### Section 7. Battalion Chief Promotional Pay

Employees promoted to Battalion Chief shall receive a 5% increase to their base hourly wage or the minimum hourly rate, whichever is higher.

## Section 8. Paramedic Incentive Pay

Personnel advancing from Firefighter EMT to Firefighter Paramedic, during the contract period (October 1, 2022 - September 30, 2024) shall receive a \$3.00 increase in their base hourly rate.

**New Hires:** Paramedic incentive pay shall begin the following pay period at the rate of 50 providing a copy of the state Paramedic license to the County.

Upon successful completion of the preceptor program, 100 of paramedic pay shall begin. Failure to successfully complete the preceptor program within six months after being assigned to start the program shall result in total loss of paramedic incentive pay until such time the paramedic successfully completes the preceptor program and signed off by the HCFR medical director.

**Current Employees / New Paramedics:** Paramedic incentive pay at a rate of 50 of the increase shall begin the following pay period upon providing a copy of the state license to the County.

Upon successful completion of the preceptor program, 100 of paramedic pay shall begin. Failure to successfully complete the preceptor program within six months after being assigned to start the program shall result in total loss of paramedic incentive pay until such time the paramedic successfully completes the preceptor program and signed off by the HCFR medical director.

## Section 9. Incentive Pay

Personnel advancing from Firefighter EMT/Medic I to Firefighter EMT/Medic II status shall receive a 5 increase to their base hourly rate, or the minimum whichever is higher.

## Section 10. Compensation and Wage Rates

Implementation of the wage rates will be effective with the first pay period inclusive of October 1st of each calendar year.

2022 - status quo

First Pay Period in October 2023 - 6 (ATB)

First Pay Period in October 2024 - 4 (ATB)\*

\*Beginning with the October 1, 2023, across the board (ATB) adjustments, employees that reach the maximum of the compensation table will receive a lump sum payment equivalent to the annual adjustment. Employees will be brought to the maximum of the compensation table and the remaining will be paid as a lump sum payment. Lump sum payments will be reported to FRS for service credit and count towards retirement.

Employees earning below the minimum of their respective job classification shall be adjusted to the minimum hourly rate as listed on the compensation table with an additional one-half percent per year of service, the first pay period following ratification and approval of contract. Management has the right to make additional individual adjustments as deemed necessary based on the increased minimum salary adjustments.

## Section 13. Temporary Suspension of Annual PMP Plan

As allowable per the CBA and F.S 447.45, in the event of a significant economic downturn or lack of BOCC approved funding to maintain a balanced budget include required reserves or that would otherwise result in the layoff of bargaining unit employees; the parties shall reconvene for the purpose of bargaining over a suspension of the negotiated annual wage adjustment to avoid such layoffs.

## ARTICLE 46 SPECIALTY TEAMS

- A. There shall be Five (5) full time Florida State Certified Hazardous Materials Technicians assigned to designated Hazardous Materials Fire Station(s) per shift. Minimum Hazardous Materials Technicians staffing shall be three (3) Florida State Certified Hazardous Materials Technicians per designated HazMat fire station(s) per shift.
- B. Five (5) full time qualified Technical Rescue Team (TRT) members assigned to the TRT designated fire station(s) per shift. Minimum staffing of qualified TRT members at the designated TRT fire station(s) shall be three (3). Required minimum education for TRT members shall be defined within HCFR SOGs.
- C. Four (4) full time qualified Aircraft Rescue and Firefighting (ARFF) members assigned to the ARFF designated fire station(s) per shift. Minimum staffing of qualified ARFF members at the designated ARFF fire station(s) shall be three (3). Required minimum education for ARFF members shall be defined within the HCFR SOGs.
- D. Three (3) full time qualified water rescue and boat operations members assigned to the water rescue and boat operations designated fire station(s) per shift. Minimum staffing of qualified water rescue and boat operations members at the designated water rescue and boat operations station(s) shall be two (2). Required minimum education for water rescue and boat operations members shall be defined within the HCFR SOGs.
- E. Personnel bidding to work at a designated specialty station will be selected based on certification, prior professional experience, task book completion, and related team training attendance.
- F. Specialty team members not assigned to a designated specialty fire station will be required to meet annual training requirements and fill in at designated specialty team fire station(s) when staffing needs arise.
- G. Members seeking certification training classes for any specialty team must follow training request SOGs. Management reserves the right to detail additional personnel to specialty certification training as needs, courses, and funding are available.
- H. All members of specialty teams are required to attend 75% of annual trainings. Training that is attended by a member who is on duty at the time of the training will count towards the annual requirement. Members will be removed from the specialty team if training requirements are not met annually. A training schedule will be posted for the entire calendar year by December 1st for the next calendar year. Members will be notified of any unforeseen training schedule changes with a minimum 30 days' notice.
- I. Members attending training on unscheduled shift days will be compensated at the MOT payrate.

## ARTICLE 47 UNION LEAVE ACCOUNT

### Section 1. - Union Business and Leave Account Usage

Effective the first full pay period in October, the employer shall deduct two (2) hours of accumulated PTO leave from each bargaining unit member and add it to the existing balance of the Union Leave Account. The Union may request one additional annual deduction, in an amount and at a time to be determined, if approved by the membership.

Employees on active FMLA, or extended LOA will be deducted at the first pay period upon return.

Bargaining Unit members may opt out of the deduction by providing a written notice to the County and to the Union President annually by September 1st of that year.

The Union Time Pool may not carry a negative balance. If any unused donated hours remain at the end of the year, they will rollover into the next year and will not be refunded to the donating employees.

The Union and its members shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits or the terms of liability that shall arise out of the payroll adjustments of PTO leave. Any discrepancies regarding adjustments of PTO leave by any member will be between the Union and the member.

Union Business includes, but is not limited to, the performance of executive and administrative duties, attending official Union and professional development conferences, seminars, meetings, and other related Union activities without a loss of pay or benefits. These hours are to ensure that said employee still receives the same amount of hours for the time they would have worked for their 24-hour shift. Any time used above these hours is not considered overtime.

Representation at disciplinary hearings, disciplinary or investigative interviews and arbitration can be with utilization of ULA, regardless of manning. Utilization of ULA leave will be requested by the Union President via a written ULA request to the Fire Chief, or designee. A minimum of one (1) approved ULA position per day if needed shall be granted. Additional positions shall be requested for approval. Such request must be approved prior to the employee leaving their station. The Union shall record all time spent conducting Union business while on duty on their timesheet as Union Leave Account (ULA). If the situation causes a hardship, the Union President may make a verbal request to the Fire Chief or designee. An approved verbal request will be followed by a written request within 48 hours. Absences authorized by the usage of ULA will be considered time worked for the purpose of overtime calculation. ULA usage shall be limited by the number of hours available in the Union Leave Account.

The Union shall record all time spent conducting Union business while on duty equaling fifteen (15) minutes or more using the applicable payroll code.

## ARTICLE 48 BEREAVEMENT LEAVE

### Section 1. Immediate Family

Employees on the 24-hour shift schedule may use two (2) twenty-four (24) hour shifts and forty (40) hour employees may use forty (40) hours for bereavement leave. Leave will be granted for employee's immediate family.

- A. Immediate family shall be defined as spouse, domestic partner, parent, child, grandparent, grandchild, sister, brother, legal guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, fiancé, stepparent, stepchild or any other relative living in the same household.

### Section 2. Extended Family

Both 24-hour shift and 40-hour employees may use up to twenty-four (24) hours of bereavement leave for the death of an extended family member.

- A. Extended family is defined as: grandparent-in-law, brother-in-law, sister-in-law, aunt, or uncle, niece or nephew (excluding great aunts or great uncles).

### Section 3. Payment for Bereavement Leave

- A. Employees will be paid in full their normal rate of pay without loss of Vacation/Sick/PTO leave or benefits, when bereavement leave has been granted in accordance with this article.
- B. Such leave must be used within thirty (30) days of the family member's death.

### Section 4. Additional Time

If additional leave is required, employees must request approval of additional leave through their chain of command. Any additional leave granted will be charged to the employee's accrued Sick or PTO leave or granted as leave without pay, with the approval of the Fire Chief, or designee.

## ARTICLE 49 PAID TIME OFF (PTO) LEAVE

### Section 1. Paid Time Off (PTO)

- a. Newly hired employees in their initial six (6) month or one (1) year employment probationary period will earn and accrue Paid Time Off (PTO) in accordance with this Article. Probationary employees may utilize earned and accrued PTO prior to the completion of the initial probationary period with the approval of the Department Head, or designee. Employees who are granted permission to use PTO during their initial probationary period are eligible for two (2) days of PTO use before 90 days of employment and up to four (4) days prior to six (6) months of employment once accrued.
- b. Promoted, demoted, or transferred employees will retain all PTO and accrued balances in prior position and/or department.
- c. Accrual Rate of PTO

- a. Regular full-time employees will earn and accrue PTO immediately upon employment as follows:

Continuous Employment	40 hours per week*		24 hours shift personnel*	
	Biweekly Accrual	Annual Amount (Hrs)	Biweekly Accrual	Annual Amount (Hrs)
Date of Hire - End of 3rd Year	5.54	144	8.31	216
Date of Hire - End of 3rd Year (hired prior to 10/1/19)	6.23	162	9.31	242
Start of 4th Year-End of 6th Year	7.46	194	11.15	290
Start of 7th Year-End of 9th Year	8.08	210	12.08	314
Start of 10th Year-End of 15th Year	8.69	226	13.00	338
Start of 16th Year and Over	9.31	242	13.92	362

\*Leave accrual hourly factor will be applied only to regular work hours, not in excess of 40 hours per week for 40 hours-a-week employees or 52 hours per week for 24-hour shift employees. At no time will the hourly accrual factor be applied to earned overtime hours.



- b. PTO will not be accrued during unpaid leave of absence or when an employee has been placed in non-pay status (i.e., suspension).

## Section 2. Use of Paid Time Off (PTO) Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan. This type of program provides both employees and the County a flexible method of scheduling time off with pay.

Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for the leave as stated in this policy. Access is unrestricted provided the employee has been employed for 180 consecutive days and has their Staffing Battalion Chiefs approval.

PTO may be used for Items including, but not limited to:

- a. Vacation or Personal Leave
- b. Sick Leave
- c. Religious holidays other than those designated by the Board of County Commissioners.
- d. Supplement income for time loss due to work related personal illness, injury, or disability where statutory Workers' Compensation payments are being received. In no instance shall this combination exceed one hundred percent (100 %) of the employee's regular base rate.
- e. Family Medical Leave Act.
- f. Supplement income for time loss due to disability, not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100 %) of the employees' regular rate of pay.
- g. Absences from work not covered by other types of leave provisions established by the Board of County Commissioners.

## Section 3. Request for Paid Time Off (PTO)

### Annual PTO Bid-Outs

The annual bidding of PTO Leave shall be handled in accordance with Administration SOG #135.

Employees need to complete a "Time-Off Request" in the time keeping system. Employees must have the time available in order for the Staffing Battalion Chief to approve it.

PTO requests shall be approved or denied as soon as possible, after submission to the Staffing Battalion Chief, via the department's staffing system. Leave requests, submitted after the closing of the Annual PTO Bid-Out Period, shall be approved based on a first come/first serve basis.

Employees should request PTO at least 30 days prior to the requested leave time, when possible.

**Planned PTO** is defined as approved leave time requested at least 24 hours in advance. **Unexcused, unplanned PTO** is defined as leave requested with less than 24 hours' notice. Unexcused, unplanned PTO will be included in the employee's annual performance evaluation, excluding time counted as Family Medical Leave Act, Short Term Disability (if on approved FMLA) and Workers Compensation leave. Excused, Unplanned PTO (Vacation) will not be included in the employee's annual evaluation.

Employee's sent home by their Battalion Chief due to an illness shall be considered an excused absence.

- a. Employees are responsible for maintaining a sufficient PTO balance to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's required time off, the employee's request for time off may be denied, the reason for the denial shall be documented in the Department's Staffing System.
- b. When PTO leave is being used for an employee's own personnel illness, or the illness of an immediate family member, employees shall notify the on duty Staffing Battalion Chief as soon as the employee knows that they will be unable to work. Notice must be given no later than one hour before the starting time for employee's scheduled shift. Employees failing to notify and report by the end of the employee's scheduled shift will be considered as having resigned (quit without notice) and employment will be terminated. Extenuating circumstances will be reviewed by the Fire Chief or his/her designee.

Immediate family shall be defined as spouse, domestic partner, parent, child, grandparent, grandchild, sister, brother, legal guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, fiance, stepparent, stepchild or other relative living in the same household.

- c. A doctor's statement as proof of illness may be required by the Fire Chief or his designee if leave extends beyond three (3) consecutive shifts or at any other time that a Battalion Chief or other Chief Officer has reason to believe the employee is abusing PTO. A false claim of illness, injury or disability will be cause for dismissal.
- d. PTO may be used only as accrued and will not be allowed in advance of leave being earned or accrued.
- e. PTO will be utilized in increments of .25 hour.

#### Section 4. Abuse of Paid Time Off (PTO) Leave

- A. When a 52-hour employee has used more than 96 hours of unexcused sick leave/unplanned PTO in any calendar year or has used more than 72 hours of unexcused sick leave/unplanned PTO in any 6-month period, their respective supervisor, Division Chief, Battalion Chief and/or Captain will counsel/discipline the employee concerning attendance.
- b. When a 40-hour employee has used more than 48 hours of unexcused sick leave/unplanned PTO in any calendar year or uses more than 32 hours of unexcused sick leave/unplanned PTO in an 6-month period, their respective supervisor, Division Chief, Battalion Chief and/or Captain will counsel/discipline the employee concerning attendance.
- c. Excessive unscheduled use of PTO will be grounds for disciplinary action.
- d. When an employee's absences are such that the County has reasonable grounds to believe that an abuse exists, the Battalion Chief or other Chief Officer may require, regardless of the duration of the absence, the employee to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its' duration to the employee's Battalion Chief or other Chief Officer.
- e. Reasonable grounds of abuse include a pattern of numerous unexcused one-day absences throughout the year, particularly if leave is always taken on Mondays or Fridays; frequency or routinely taking a day once PTO leave is earned showing a pattern; proceeding or directly following a Holiday or pre-approved PTO day or low/zero accumulated PTO balance; and other patterns of abuse.
- f. Further disciplinary action, up to and including termination, may be taken by the Battalion Chief or other Chief Officer when an employee's attendance continues to be unsatisfactory after the Battalion Chief or other Chief Officer has discussed the unacceptable absences with the employee.

#### Section 5. Leave With Out Pay (LWOP)

- A. LWOP will only be utilized with an approved FMLA certification or after the employee exhausts all accrued leave and requests a Personal Leave of Absence.
- b. Employees who utilize LWOP not tied to FMLA or Personal Leave of Absence, may be subject to disciplinary action up to and including termination if the absences are considered excess or habitual.

- c. Documented LWOP usage not tied to FMLA or Personal Leave of Absence will be included on the employee's annual performance evaluation as Marginal/Needs Improvement or Unsatisfactory.
- d. Employees shall not accrue Holiday Pay or any leave while on LWOP, except for such time in LWOP status that has been approved for Military Leave.
- e. Employees shall not obtain, accept, or participate in outside employment (excluding Military Service), during the period of approved LWOP.
- f. LWOP is not intended to be an entitlement.
- g. Disciplinary action, up to and including termination may be taken by the Department when progressive discipline has occurred with an employee and he/she continues to disrupt the workplace with LWOP not tied to FMLA or an approved Personal Leave of Absence.

### Section 6. Carry-Over of Paid Time Off (PTO)

- a. It is the intent of this policy that all employees take their PTO annually for the period in which it has been earned.
- b. The maximum amount of PTO which can be carried forward on an annual calendar year basis:

Years of Continuous Employment	Total Hours (40 Hr. Employees)	Total Hours (24 Hr. Employees)
Date of Hire to End of 3 <sup>rd</sup> Year	300	450
Start of 4 <sup>th</sup> Year to End of 6 <sup>th</sup> Year	480	720
Start of 7 <sup>th</sup> Year to End of 9 <sup>th</sup> Year	560	840
Start 10 <sup>th</sup> Year to End of 15 <sup>th</sup> Year	680	1020
Start of 16 <sup>th</sup> Year and Over	720	1080

- c. Employees who have a leave balance more than the total amount allowed to be carried forward (including leave accrued through the first pay period of the new calendar year) will either forfeit these hours or may contribute them to other employees. See Section 8 below.

### Section 7. Payment of Unused Paid Time Off (PTO)

- A. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused PTO at the time of separation. Employees who are eligible for and retire from Hernando County will receive 100% of their accrued and unused PTO at the time of their retirement. (For employees in the DROP program, please see additional provisions

listed in the DROP policy). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the Fire Chief and approved by the Director of Human Resources. No employee, regardless of length of service or number of scheduled hours may cash out more than 720 (for 40 Hour Employees) or 1080 (for 52 Hour Employees) PTO hours upon termination of employment. (This includes leave used during the last 30 days, or any time, to prolong a retirement/termination date).

- B. Employees placed on layoff status will receive 100% pay for accrued PTO up to time of the layoff.
- C. In the event of an employee's death, the beneficiary will receive 100% pay for accrued PTO.
- d. New employees who have not completed their initial twelve (12) month probationary period will not be eligible for payment of leave upon separation.

## Section 8. Use of Existing Vacation Leave

Employees must exhaust all vacation hours prior to utilizing PTO hours, For requesting use of existing vacation leave or payment, please refer to the previous Collective Bargaining Agreement (CBA) 2016-2019.

Vacation leave may be granted for the following purposes (accrued vacation leave shall be utilized prior to PTO, until depleted):

- a. Vacation
- b. Absence of transaction of personal business, which cannot be conducted during off-duty hours.
- c. Religious holidays other than those designated by the Board of County Commissioners.
- d. Uncovered portion of sick leave, once such leave has been exhausted.
- e. Absences from work not covered by other types of leave provisions established by the Board of County Commissioners.

## Section 9. Request of Existing Vacation Leave

Request for vacation leave shall be submitted via the current HCFR SOG established method.

Vacation leave requests will be granted at the discretion of the Battalion Chief in charge of scheduling. However, every effort will be made to accommodate employees and approval, or denial shall be issued within 10 business days of receiving the vacation request.

Leave may be used only as accrued, and vacation leave with pay will not be allowed in advance of leave earned or accrued.

Exceptions for approval of leave where the request is submitted less than thirty (30) days prior to the leave shall be determined on a case-by-case basis depending upon staff availability.

### Section 10. Carry-Over of Existing Vacation Leave

It is the intent of this policy that all employees take their vacation leave yearly for the period in which it has been earned.

The maximum amount of vacation leave which can be carried forward from one calendar year (ending December 31 of each year) to the next is as follows:

Date of Hire to End of 3rd Year	288
Start of 4 <sup>th</sup> Year to End of 6th Year	408
Start of 7 <sup>th</sup> Year to End of 9th Year	480
Start of 10 <sup>th</sup> Year and Over	640

(Maximum payout is in accordance with existing county policies)

### Section 11. Payment of Existing Unused Vacation Leave

Employees who voluntarily resign or are separated from employment in good standing will receive payment for one hundred (100%) percent of their accrued and unused vacation leave at the time of separation to a max of 640 hours.

Employees dismissed for misconduct will not receive their accrued vacation leave, unless specifically recommended by the department manager and approved by the County Administrator.

Employees placed on layoff status will receive one hundred (100%) percent of accrued vacation leave in accordance with Article 21, Section 1, Subsection D.

Employees will not be paid for accrued vacation leave in lieu of taking such leave during any calendar year unless deemed in the best interest of the County with recommendations for payment by the County Administrator and approved by the Board of County Commissioners.

New employees who have not completed their initial probationary period will not be eligible for payment of leave, upon separation for any reason.

### Section 12. Use of Existing Sick Leave

Employees must exhaust all sick hour priors to utilizing PTO hours for sick leave.

For requesting use of existing sick leave, abuse, payment and carryover, please refer to the previous Collective Bargaining Agreement (CBA) 2016-2019.

## ARTICLE 50 LEAVE OF ABSENCE

### Section 1.

Employees that have completed their initial probationary period may be granted up to six (6) months of personal leave without pay with approval of the Fire Chief, or designee and the Director of Human Resources. Any additional leave is subject to approval by the County Administrator, or designee. Failure to return to work from an approved leave of absence shall result in termination. Only those benefits as mandated by law will continue to accrue on unpaid leaves of absence.

### Section 2.

If an employee is out of work in accordance with Section 1, has exhausted available leave time, and is unable to physically return to work, other employees may be authorized by the Fire Chief or designee to work for the employee. Work performed in this section shall be in accordance with applicable laws and tracked in the department timekeeping system.

## ARTICLE 51 COURT OR MAGISTERIAL APPEARANCE

### Section 1.

Any employee whose appearance is required in court or other magisterial forum as a result of a matter arising out of the course of his/her employment, shall receive a minimum of two (2) hours of overtime if the attendance is during the employees off duty hours. Further, the time shall be counted as hours worked for purposes of computing overtime. This same provision shall apply when the Public Defender's Office or a private attorney's office requires the employee to appear in a criminal or civil case arising from the employee's performance in the course of employment. This provision shall not apply if the employee is a plaintiff, defendant or witness in a personal, civil, or criminal action.

## ARTICLE 52 DEFENSE OF EMPLOYEE

### Section 1.

To the extent allowed by law, the County agrees to defend any employee sued on any claim arising out of his/her employment with the County and when such employee was acting within the scope of his/her duties. The Employer further agrees to pay judgment as provided or allowed by law where the employee is found to have been acting in the course and scope of his/her employment.

## ARTICLE 53 PAST PRACTICE

### Section 1.

Past practices are defined as those practices not covered in this agreement and which have existed continuously and unchanged prior to collective bargaining. Past practices may not be changed during this agreement, unless both parties agree to said change. Either party may call a meeting between the Fire Chief or Designee and Union President, to review any proposed changes to past practices. An isolated incident is insufficient upon itself to establish a past practice.

## ARTICLE 54 SAVINGS CLAUSE

### Section 1.

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

In the event of invalidation of any Article or section, both the Employer and the Union agree to meet within sixty (60) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE 55 DURATION OF AGREEMENT

### Section 1.

This agreement shall be in effect from signing until September 30th, 2025.



ARTICLE 56 EXTENSION OF CONTRACT AGREEMENT

Section 1.

In the event the Employer and Union have not by September 30th, 2025 agree upon the terms and conditions of employment for the contract period commencing October 1st, 2025, then the terms and conditions of the 3rd year of this Agreement will remain in full force and effect, without prejudice, until negotiation consummation, and execution of said later Agreement. Both parties agree to initiate negotiations by February 1st each year.

ARTICLE 57 EXECUTION OF CONTRACT AGREEMENT

IN WITNESS WHEREOF, Union and County have caused their names to be subscribed hereto by their duly authorized officers or representatives on this 27th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: Heidi Kuyper, Deputy Clerk By:  
Douglas A. Chorvat, Jr.  
Clerk of Circuit Court  
& Comptroller



[Signature]  
John Allocco  
Chairman

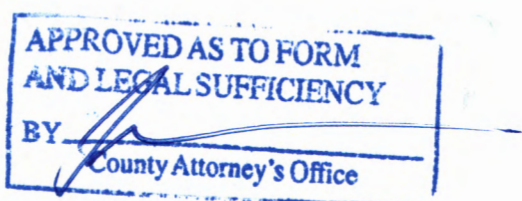
HERNANDO COUNTY PROFESSIONAL  
FIRE FIGHTERS, LOCAL 3760,  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

Witness [Signature]  
Patricia Small

By: [Signature]  
Sean Medlton  
President

Witness [Signature]  
Patricia Tapia

By: [Signature]  
Nicholas Babino  
Secretary



Appendix I  
Heat Stress Index

<b>Heat Stress Index</b>									
Relative Humidity									
°F	10%	20%	30%	40%	50%	60%	70%	80%	90%
104	98	104	110	120	132				
102	97	101	108	117	125				
100	95	99	105	110	120	132			
98	93	97	101	106	110	125			
96	91	95	98	104	108	120	128		
94	89	93	95	100	105	111	122		
92	87	90	92	96	100	106	114	122	
90	85	88	90	92	96	100	106	114	122
88	82	86	87	89	93	95	100	106	115
86	80	84	85	87	90	92	96	100	109
84	78	81	83	85	86	89	91	95	99
82	77	79	80	81	84	86	89	91	95
80	75	77	78	79	81	83	85	86	89
78	72	75	77	78	79	80	81	83	85
76	70	72	75	76	77	77	77	78	79
74	68	70	73	74	75	75	75	76	77
<b>NOTE:</b>	Add 10°F when protective clothing is worn. Add 10°F when in direct sunlight.								

Humiture °F	Danger Category	Injury Threat
Above 130°	EXTREME DANGER	Heat stroke imminent!
105° to 130°	DANGER	Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity.
90° to 105°	EXTREME CAUTION	Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity.
80° to 90°	CAUTION	Fatigue possible if exposure is prolonged and there is physical activity.
Below 80°	NONE	Little or no danger under normal circumstances.

Appendix II

Compensation Table						
IAFF LOCAL 3760						
Job Classification	Minimum Hourly Rate	Minimum Annual Salary	Mid-Point Hourly Rate	Mid-Point Annual Salary	Maximum Hourly Rate (Top Out)	Maximum Annual Rate (Top Out)
FF EMT 1	\$16.80	\$45,427.20	\$19.23	\$51,997.92	\$23.12	\$62,516.48
FF Medic 1	\$19.24	\$52,024.96	\$22.29	\$60,272.16	\$26.80	\$72,467.20
FF Medic 2	\$20.35	\$55,026.40	\$25.89	\$70,006.56	\$31.44	\$85,013.76
Driver Engineer Medic	\$24.04	\$65,000.00	\$29.59	\$80,000.00	\$35.13	\$95,000.00
Captain Medic	\$27.74	\$75,000.00	\$33.28	\$90,000.00	\$38.83	\$105,000.00
Battalion Chief	\$31.43	\$85,000.00	\$36.98	\$100,000.00	\$42.53	\$115,000.00
<b>40 Hrs / Week</b>						
Training Officer	\$36.06	\$75,004.80	\$40.87	\$85,009.60	\$45.67	\$94,993.60
Paramedic	\$23.00	\$47,840.00	\$26.65	\$55,432.00	\$32.03	\$66,622.40
QA Coordinator	\$36.06	\$75,004.80	\$40.87	\$85,009.60	\$45.67	\$94,993.60
Training Captain	\$37.86	\$78,748.80	\$42.02	\$87,401.60	\$51.69	\$107,515.20
<b>Grandfathered Position Under Phase Out</b>						
FF EMT 2	\$17.64	\$47,698.56	\$20.19	\$54,593.76	\$24.28	\$65,653.12
Lieutenant	\$24.04	\$65,000.00	\$31.43	\$85,000.00	\$35.13	\$95,000.00
Captain / EMT					\$31.43	\$84,986.72
Ride-up Captain		\$1.75				
Ride-up BC		\$2.08				

## Appendix III

### FLORIDA STATUE 440.102

The 2019 Florida Statutes

Title XXXI  
LABOR

Chapter 440  
WORKERS' COMPENSATION

[View Entire Chapter](#)

440.102 Drug-free workplace program requirements.—The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

- (1) DEFINITIONS.—Except where the context otherwise requires, as used in this act:
- (a) “Chain of custody” refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
  - (b) “Confirmation test,” “confirmed test,” or “confirmed drug test” means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
  - (c) “Drug” means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
  - (d) “Drug rehabilitation program” means a service provider as defined in s. [397.311](#) which provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
  - (e) “Drug test” or “test” means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
  - (f) “Employee” means any person who works for salary, wages, or other remuneration for an employer.
  - (g) “Employee assistance program” means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and followup services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers as defined in s. [397.311](#).
  - (h) “Employer” means a person or entity that employs a person and that is covered by the Workers’ Compensation Law.
  - (i) “Initial drug test” means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
  - (j) “Job applicant” means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, “job applicant” means only a person who has applied for a special-risk or mandatory-testing position.

(k) “Medical review officer” or “MRO” means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

(l) “Prescription or nonprescription medication” means a drug or medication obtained pursuant to a prescription as defined by s. [893.02](#) or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) “Public employer” means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) “Reasonable-suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

(o) “Mandatory-testing position” means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. [110.1127](#), or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) “Special-risk position” means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) “Specimen” means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

(2) DRUG TESTING.—An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. [627.0915](#) and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. [627.0915](#). However, an employer qualifies for discounts under s. [627.0915](#) if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in

this section. An employer who qualifies for and receives discounts provided under s. [627.0915](#) must be reported annually by the insurer to the department.

(3) NOTICE TO EMPLOYEES AND JOB APPLICANTS.—

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:
    - a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.
    - b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.
  2. A statement advising the employee or job applicant of the existence of this section.
  3. A general statement concerning confidentiality.
  4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.
  5. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.
  6. The consequences of refusing to submit to a drug test.
  7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.
  8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.
  9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.
  10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.
  11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.
  12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.
- (b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.
- (c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

(4) TYPES OF TESTING.—

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.—An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. Reasonable-suspicion drug testing.—An employer must require an employee to submit to reasonable-suspicion drug testing.

3. Routine fitness-for-duty drug testing.—An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer’s established policy or that is scheduled routinely for all members of an employment classification or group.
4. Followup drug testing.—If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.
  - (b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.
  - (c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.
- (5) PROCEDURES AND EMPLOYEE PROTECTION.—All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:
  - (a) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
  - (b) Specimen collection must be documented, and the documentation procedures shall include:
    1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.
    2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.
  - (c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
  - (d) Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in subsection (9).
  - (e) A specimen for a drug test may be taken or collected by any of the following persons:
    1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.
    2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).
  - (f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
  - (g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee’s or job applicant’s expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is

responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in [s. 440.13\(1\)\(g\)](#), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in [s. 775.082](#) or [s. 775.083](#).

(6) CONFIRMATION TESTING.—

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.



(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

(7) EMPLOYER PROTECTION.—

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. [627.0915](#).

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. [112.0455](#). A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

(8) CONFIDENTIALITY.—

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.

3. The precise information to be disclosed.
  4. The duration of the consent.
  5. The signature of the person authorizing release of the information.
- (c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
- (d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
- (9) DRUG-TESTING STANDARDS FOR LABORATORIES.—
- (a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.
- (b) A laboratory may analyze initial or confirmation test specimens only if:
1. The laboratory obtains a license under part II of chapter 408 and s. [112.0455](#)(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
  2. The laboratory has written procedures to ensure the chain of custody.
  3. The laboratory follows proper quality control procedures, including, but not limited to:
    - a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.
    - b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
    - c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
    - d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.
  - (c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:
    1. The name and address of the laboratory that performed the test and the positive identification of the person tested.
    2. Positive results on confirmation tests only, or negative results, as applicable.
    3. A list of the drugs for which the drug analyses were conducted.
    4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.
    5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A monthly report must not identify specific employees or job applicants.

(10) RULES.—The Agency for Health Care Administration shall adopt rules pursuant to s. [112.0455](#), part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

- (a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.
- (b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.
- (c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.
- (d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.
- (e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.
- (f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.

(11) PUBLIC EMPLOYEES IN MANDATORY-TESTING OR SPECIAL-RISK POSITIONS.—

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. [893.03](#). A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(12) DENIAL OF BENEFITS.—An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

(13) COLLECTIVE BARGAINING RIGHTS.—

(a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

(14) APPLICABILITY.—A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

(15) STATE CONSTRUCTION CONTRACTS.—Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

History.—s. 13, ch. 90-201; s. 13, ch. 91-1; s. 1, ch. 91-201; s. 4, ch. 91-429; s. 9, ch. 93-415; s. 3, ch. 95-119; s. 3, ch. 96-289; s. 284, ch. 96-406; s. 198, ch. 96-410; s. 1050, ch. 97-103; s. 99, ch. 97-264; s. 3, ch. 99-186; s. 14, ch. 2000-320; s. 1, ch. 2002-14; s. 5, ch. 2002-78; s. 16, ch. 2002-194; s. 8, ch. 2002-196; s. 51, ch. 2003-1; s. 60, ch. 2004-5; s. 7, ch. 2005-55; s. 178, ch. 2007-230; s. 1, ch. 2009-127; s. 49, ch. 2009-132; s. 2, ch. 2012-8; s. 3, ch. 2013-141; s. 6, ch. 2015-34; s. 10, ch. 2015-100; s. 15, ch. 2016-105; s. 25, ch. 2016-145; s. 77, ch. 2016-241; s. 33, ch. 2017-173; s. 14, ch. 2019-159.