

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: 9/09/09 FILE: PER09-0484

THRU: John J. Gallagher
County Administrator

SUBJECT: Collective Bargaining Agreement -
Pasco County Professional Fire
Fighters, International Association
of Fire Fighters (IAFF), Local 4420

FROM: Barbara De Simone
Personnel Director

REFERENCES: All Commission Districts

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners.

DESCRIPTION AND CONDITIONS:

In June, 2005 Pasco County Professional Fire Fighters, Local 4420, IAFF (Union) was certified as the representative for a bargaining unit consisting of Firefighters, EMTs, Paramedics, Firefighter/EMTs, Firefighter/Paramedics, Driver Engineer/EMTs, Driver Engineer/Paramedics, Captain/EMTs, and Captain/Paramedics and support staff in these classifications. After lengthy negotiations, the initial Agreement was ratified in April, 2008 and expires on September 30, 2009. In November, 2008 the bargaining unit was clarified to include Fire Inspectors and Fire Investigators. Negotiations for the next collective bargaining agreement began in February, 2009 and focused on attempts to avoid layoffs while maintaining wages and levels of service. A tentative agreement was reached and submitted to the bargaining unit for approval. The Agreement will go to vote after the agenda deadline; however, Union President Ralph Grant will present the results to the Board of County Commissioners.

Significant aspects of the Collective Bargaining Agreement include:

1. The Agreement is effective October 1, 2009 and will be effective through September, 2010 (Article 2).
2. It includes a more specific explanation of Personnel Reduction (Article 16).
3. The Union agrees to freeze 12 hours of additional holiday pay from January 1, 2010 until September 29, 2010 (Article 34).
4. The Union agrees to freeze wages and not accept merit increases for FY 2010 (Article 49).
5. The County agrees to offer the Voluntary Separation Incentive Program (VSIP) to the bargaining unit.

ALTERNATIVES AND ANALYSIS:

1. The Board may approve the Collective Bargaining Agreement
2. The Board may disapprove the Collective Bargaining Agreement

RECOMMENDATION AND FUNDING:

The Personnel Director recommends the Board approve Alternative number one and requests the Board to authorize the Chairman to sign the Collective Bargaining Agreement and direct Board Records to distribute as follows: one (1) original to Board Records; one (1) original to Pasco County Professional Fire Fighters Local 4420, 2209 Collier Parkway, Suite 52, Land O' Lakes, FL 34639; one (1) copy to Anthony Lopinto, Emergency Services Director and one (1) copy to Barbara De Simone, Personnel Director.

Funding for this contract is available within various line items of the Combat (B119-641200), Rescue (B001-641000) and Emergency Services Administration (B102-640600) budgets. Funding for Rescue is included in the General Fund. The rollback rate allowed for the 20 positions eliminated in the proposed budget to be added back. In the Municipal Fire Fund the proposed

budget called for the elimination of 48 positions. If the contract is approved the rollback rate will reduce the number of positions eliminated to 11.

ATTACHMENT:

Collective Bargaining Agreement

JJG/BD/dp

cc: Anthony F. Lopinto, Emergency Services Director

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PASCO COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

AND

**PASCO COUNTY PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
(IAFF)
LOCAL 4420**

~~Upon Ratification~~ October 1, 2009 to September 30, 200910

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Public/per/adm/colbaragmt(1)

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ARTICLE 1
PREAMBLE

1.1 This agreement is entered into by and between Pasco County Board of County Commissioners, hereinafter, referred to as the "County", and Pasco County Professional Fire Fighters, IAFF Local 4420, hereinafter referred to as the "Union". This Agreement has been negotiated in good faith to assure sound and mutually beneficial working and economic relationship between the parties hereto, to establish orderly and peaceful procedures to settle differences which might arise, and to set forth herein basic and full agreements between the parties concerning wages, hours, and other terms and conditions of employment.

1.2 The Union recognizes that the County is engaged in furnishing essential public services which are vital to the health, safety, comfort and well being of the public and their best interest will be served by the assurance of orderly, efficient and uninterrupted operations.

1.3 All references to employees in the male gender is strictly for convenience only and shall be construed to include both male and female employees within the bargaining unit.

ARTICLE 2
DURATION

2.1 This Agreement shall be effective October 1, 2009 upon ratification by the bargaining unit employees and approval of the Board of County Commissioners and shall remain in full force and effect through the 30th day of September ~~2009~~ 2010.

2.2 By February 1st, ~~2009~~ 2010, either party hereto shall notify the other party of its intentions to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

2.3 Should either party notify the other party of its intent to modify, amend or terminate this Agreement by February 1st, ~~2009~~ 2010, as set forth above, then the parties shall commence negotiations for a new agreement by March 1st, ~~2009~~ 2010. Both parties will make every effort to conclude negotiations for a successor agreement by June 30th, ~~2009~~ 2010.

2.4 Negotiations scheduled by mutual agreement on a scheduled workday of a bargaining unit member will not result in a loss of pay. This time will only be for the duration of the negotiations and a reasonable travel time to and from assigned work site.

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ARTICLE 3
RECOGNITION

3.1 The County recognizes the Union as the exclusive bargaining representatives as defined by Chapter 447 of the Florida Statutes for wages, hours and terms and conditions of employment for all employees within the bargaining unit in accordance with Certification #1546 issued by the Public Employees Relations Commission of the State of Florida on June 7, 2005 and clarified in an order issued November 12, 2008.

3.2 The County agrees to deal solely with authorized representatives of the IAFF and/or Union in matters requiring mutual consent or other official action called for in this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS
The 2007 Florida Statutes
CHAPTER 447
PART II

4.1 447.209 Public employer's rights.--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 action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5
NO STRIKE/NO LOCKOUT

5.1 The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County as defined in the Florida Statutes. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

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ARTICLE 6
PREVAILING RIGHTS/MAINTENANCE OF BENEFITS

6.1 All rights, privileges and working conditions enjoyed by the employees at the present time and which are known to the Emergency Services Department (ESD) senior staff or above that are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE 7
EVERGREEN CLAUSE

7.1 This Agreement shall remain in effect during any negotiations and shall continue to remain in full force until such time as a new Agreement is reached.

ARTICLE 8
SAVINGS CLAUSE

8.1 Both parties with the full belief accept this Agreement hereto that it is in every respect legal. If any Article, clause, sentence or part of this Agreement is, for any reason, held to be legally invalid or unenforceable in any respect, said decision shall not affect the remaining provisions of this Agreement.

ARTICLE 9
SUCCESSOR AGREEMENTS

9.1 This Agreement shall be binding upon the successors, and assigns all of the parties hereto, 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 hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 10
CAREER SERVICE MANUAL/SOGs

10.1 Except as modified by a specific provision of this agreement, the Emergency Services Department's Standard Operating Guidelines (SOG) and the County's career service rules and regulations and any amendments or modifications thereto shall govern the employees covered under this Agreement. Should the County want to amend or modify any provision of the SOGs or career service rules and regulations that effects wages, hours, terms and conditions of employment, it shall provide a copy of and submit a written request to negotiate any such amendment or modification to the Union within 30 days.

ARTICLE 11
COLLECTIVE BARGAINING AGREEMENT COPIES

11.1 This Agreement and any future Agreement shall be printed and supplied to each County fire station and placed on the County website (www.pascocountyfl.net) within 30 days of ratification at no cost to the employee and/or the Union.

ARTICLE 12
DUES CHECKOFF

12.1 The Employer agrees to deduct, once a month, dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made up to a maximum of three (3) deductions per employee. The Employer shall remit the total amount of the deductions to the Treasurer of the Union each month up to a maximum of three (3) transfers per month.

12.2 The Union shall be charged an annual fee of \$150.00 for administration of dues check-off.

12.3 Any adjustment to the amount of dues collected shall be voted on by Union members and thus grant authorization to the Treasurer to arrange those adjustments with the County.

12.4 Upon the death of a Union member and at the authorization of the Union's Executive Board, a one-time special assessment of \$20.00 shall be deducted from each member. The County shall submit a check of the total sum collected to the Union. The Union will then offer these funds to the family or designated beneficiary of the deceased union member.

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ARTICLE 13
LABOR-MANAGEMENT COOPERATION

13.1 The County and Union agree to maintain a single cooperative Labor/Management committee. The committee shall consist of an equal number of members from each party. The committee shall meet at a minimum quarterly and it is understood that it is in no way a substitute for the grievance process or the right of collective bargaining but has been established for the purpose of discussion and input from both sides on matters that may be mutually resolved by the parties.

ARTICLE 14
COMMUNICATIONS

14.1 Bulletin Boards

The County agrees to furnish suitable space in convenient places in each fire station to be used by the Union. The Union shall provide bulletin boards at its own expense. Such bulletin boards shall be a maximum of twelve (12) square feet in area and located in a position to be mutually agreed upon by the County and the Union. All notices will be approved by the Union President or his authorized representative and the Emergency Services Director prior to posting.

14.2 Inter-office Communications

A reasonable number of documents may be distributed to the bargaining unit members. The same document distributed through inter-office communications may be posted on the bulletin board at each station. All materials must be approved by the Emergency Services Director prior to distribution.

14.3 E-mail Communications

A reasonable number of e-mails may be transmitted to the bargaining unit members. All materials must be approved by the Emergency Services Director.

14.4 Station Visits

Off-duty employees may only visit stations to conduct and discuss union business in accordance with the Emergency Services Department Standard Operating Guidelines (6.609).

14.5 The Emergency Services Director's decision to approve or disapprove any communications shall be reasonable.

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ARTICLE 15
DEFINITION OF SENIORITY

15.1 Total seniority shall be determined by continuous service in the Pasco County Emergency Services Department (within the bargaining unit) calculated from the date of employment with Pasco County. Continuous service shall be broken only by resignation, discharge, inactive status or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the eligibility list.

15.2 Time in grade seniority shall be determined by the employee's most recent date of promotion. Employees with the same promotional date shall be assigned to the seniority list in the order of their ranking on the eligibility list.

ARTICLE 16
PERSONNEL REDUCTION

16.1 In the case of a personnel reduction the employee with the least total seniority shall be laid off first. Employees shall be recalled in the reverse order by seniority. Time in the Emergency Services Department shall constitute total seniority. No new employees shall be hired until all laid-off employees have been given the opportunity to return to work.

16.2 In the event a reduction in force is necessary, the reduction shall proceed in the following order:

(a) Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.

(b) In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.

(c) Each employee with lower seniority who is bumped out of rank or classification shall, in turn, be allowed to bump down one rank, to the rank or the classification immediately junior until they reach the entry level position which shall be consistent with Departmental seniority rights. Employees bumping down shall be provided the appropriate orientation training prior to assignment.

16.3 An employee receiving an involuntary reduction shall receive a reduction in pay of 5%.

16.4 The Personnel Director shall prepare and maintain a list, known as a "Recall List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Recall List, the order of recall shall be determined by reference to the Recall List. No new

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employees shall be hired, nor may any person be transferred from another County agency, while any person in that rank or classification remains in a reduced rank or on the Recall List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank and the percentage they were reduces will be restored.

16.5 Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.

16.6 In addition to the rules generally applicable to layoffs, the following additional rule shall apply to the Fire Prevention Bureau. All Fire Prevention Bureau personnel who are certified Firefighters whose position is to be eliminated shall first be offered an opportunity to fill any vacant Firefighter/EMT position(s) in the Emergency Services Department (Operations) for which the employees are qualified, provided they hold more seniority than the lowest Firefighter/EMTs.

ARTICLE 17 **PERSONNEL RECORDS (REVIEW OF)**

17.1 The County shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays.

17.2 Adverse comments may not be placed in the employees' master personnel files without the employees' signature on the face of the document. Employees may cause to be placed in their master personnel files, with acknowledgement of the Emergency Services Director or designee, responses to adverse material inserted therein and a reasonable amount of correspondence from other sources directly related to their job performance.

ARTICLE 18 **OUTSIDE EMPLOYMENT**

18.1 Full-time employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, County employment shall be considered the primary employment and no employee may engage in outside employment which would create a conflict of interest with County service.

18.2 No employee shall accept or begin any outside employment prior to requesting approval from their department/division director to engage in outside employment. The

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request shall state the type of employment, the hours of work, the name of the prospective employer, and the place of employment. The request will then be forwarded to the County Administrator or designee.

18.3 The County Administrator or designee may approve or reject the request based on reasonable practices. Such approval shall not be unreasonably withheld. Any notice to engage in outside employment granted as hereinbefore provided may be cancelled or terminated with just cause at any time by the County Administrator or designee, upon giving written notice to the employee to whom said permission was granted.

18.4 No employee granted permission to engage in outside employment shall work at said outside employment for a longer period of time than stated in the request, nor for a different employer than that set forth in the request.

18.5 Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from duty if and when called for emergency service by the County. Every employee granted permission to engage in outside employment under this rule shall agree to and shall respond immediately or as soon as possible to any emergency call to duty by the County whenever the department director or the County Administrator shall determine their services to be necessary.

18.6 Equipment, facilities, vehicles, or property of the County shall not be used by employees for outside employment, nor for travel to such employment.

18.7 Employees cannot hold two paid County jobs.

ARTICLE 19 EMPLOYMENT OF RELATIVES

19.1 Section B2.05 (B) of the Career Service Manual prohibits employment of relatives within a department without the expressed written consent of the County Administrator. No written consent by the County Administrator will be necessary for up to a maximum of 10% of the budgeted positions in the Emergency Services Department who are related as defined in the Career Service Manual. However, the Emergency Services Director shall approve the affected employees' assignments within the Department's organizational chart to assure compliance with Florida Statutes. The 10% figure will include those employees currently grandfathered and previously approved.

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ARTICLE 20
UNIFORMS

20.1 During the term of this Agreement, the County agrees to provide and replace uniforms, protective turnout gear, and equipment required by the Department SOG at no cost to the employee. It is the County's intent to immediately provide to each employee at the time of hiring or promotion the uniforms, accessories or protective clothing listed in the Department SOG. However, should such uniforms, accessories or protective clothing not be in stock at the time of hiring or promotion, the Department shall immediately process the appropriate paperwork necessary to obtain such items. The Union shall have input in recommending standards and dress codes for the items provided.

20.2 The replacement of uniforms will be on an as needed basis as determined by the immediate supervisor (Captain or above). It is the County's intent to immediately replace the item submitted for replacement. However, should the item in question not be in stock the Department shall immediately process the appropriate paperwork necessary to obtain such item and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacements will be made on duty by appropriate personnel. Replacements shall be at no cost to the employee provided the employee follows appropriate procedures and was not negligent.

20.3 Employees leaving the service for any cause shall deliver to the Assistant Chief/designee, in a clean and orderly condition, all equipment assigned to them by the County.

20.4 Each bargaining unit member will receive \$200.00 annually for uniform maintenance and purchase of required clothing not provided by the county. This allowance will be paid annually in the first pay period of April.

ARTICLE 21
GRIEVANCE PROCEDURE

21.1 These procedures cover grievances or disputes that may arise, including the interpretation of this Agreement. Disciplinary actions resulting in a written reprimand or less and performance evaluations shall not be subject to review at arbitration. In addition, all bargaining unit grievances must be submitted through the Union's Grievance Committee for approval. It is understood that neither party wishes to file unnecessary binding arbitration cases and agree that all levels of discipline shall be looked at case by case as to the merits and costs of going before an arbitrator. Both parties agree that discipline for just cause and with due process is acceptable and necessary in the functioning of the Emergency Services Department. Time limits may be extended by written mutual consent of the parties.

21.2 Grievances shall be presented in the following manner:
Informal Complaint - An employee must first discuss an alleged grievance with their immediate supervisor (Battalion Chief) and shall reduce to writing within seven (7) working

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days (shifts) of knowledge of the occurrence in an effort to find a resolution. The Union may be notified by the grievant and be allowed to be present at any such discussions. The Battalion Chief shall respond in writing within five (5) working days.

21.3 Step 1 - If the grievance is not settled during the Informal Complaint, the grievance shall be submitted to the Emergency Services Director within five (5) working days of the previous response and he shall conduct a meeting to investigate the facts and render a written decision within five (5) working days after the scheduled meeting.

21.4 Step 2 - If the grievance is not settled at Step 1, the grievance shall be submitted within five (5) working days of the previous response to the County Administrator or designee who shall conduct a meeting within five (5) working days to investigate the facts and render a written decision within five (5) working days after the scheduled meeting.

21.5 Step 3 - If the grievance is not settled at Step 2, the grievance shall be submitted to arbitration by either of the parties upon notice to the other party within thirty (30) days of the previous response.

21.6 Step 4 - An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association or Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within seven (7) calendar days of receipt of the panel, make a selection of an arbitrator. The selection shall be by alternately striking the names from the list. In the event the parties cannot agree, either side may request an additional panel. The arbitrator shall render a decision within thirty (30) calendar days of the case being heard. The decision of the arbitrator will be final and binding upon both parties. Each party shall bear the expense of its own witnesses and representation. The cost of the arbitrator shall be paid by the losing party. If either party requests a transcript the party requesting the transcript shall be wholly responsible for the cost of such transcript.

21.7 If the County fails to respond to a grievance in the prescribed time frames the grievance shall be considered denied and may be moved to the next step of the process. The parties may by mutual agreement waive any step in the grievance procedure.

ARTICLE 22 **DISCIPLINE AND DISCHARGE**

22.1 No employee shall be disciplined or discharged without just cause. Discipline shall follow a progressive format. The Firefighter Bill of Rights F.S. 112.80 shall apply to all bargaining unit members.

22.2 A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. The employee and Union shall be notified in writing of the charges including the date, the time and place of the hearing at least 7 days in advance of the hearing. The 7 day notice may be waived in exigent circumstances. The employee shall have the right to be accompanied and represented by the Union and/or legal counsel.

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ARTICLE 23
HOURS OF WORK

23.1 The current shift consisting of 24 hours on duty and 48 hours off duty shall remain in effect unless amended by mutual agreement by both parties. The twenty four (24) hour three (3) platoon shift schedule shall remain in effect commencing at 0800 hours and continue through 0800 hours the following day unless amended by mutual agreement of both parties.

23.2 For all bargaining Unit members assigned to a fifty-six (56) hour workweek, the computation for pay purposes shall be based on 2704 hours per year, which shall include all FLSA 7K non-exempt bargaining unit employees (non-cross trained Paramedics and EMT's).

23.3 For all bargaining unit members assigned to a forty (40) hour workweek, the computation for pay purposes shall be based on 2080 hours per year.

23.4 The current bi-weekly pay period shall remain in effect unless amended by mutual agreement of both parties.

ARTICLE 24
DAYLIGHT SAVINGS TIME

24.1 All bargaining unit members on the regularly scheduled shift in the Fall that as a result of Daylight Savings Time actually work (sweat) twenty-five hours shall receive their standard rate of pay plus one additional hour in the affected pay period. The additional hour actually worked shall be counted towards the calculation of Overtime at the end of the respective FLSA cycle.

24.2 All bargaining unit members on a regularly scheduled shift in the Spring that as a result of Daylight Savings Time actually work (sweat) twenty-three (23) hours shall receive their standard rate of pay minus one hour in the affected pay period.

24.3 Vacation, Medical Leave and other leaves of absences used on the affected days shall count as 24 hours in either instance.

ARTICLE 25
PROBATIONARY PERIOD

25.1 Employees covered hereunder will serve a probationary period of one (1) year from the first day of work. If a newly hired probationary employee has not performed the duties of the position to the satisfaction of the Emergency Services Director, he may be discharged

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without recourse to any judicial, administrative or grievance procedure under this Agreement or any other law, ordinance, rule or regulation.

25.2 Any employee who is promoted to a higher classification and/or higher pay grade shall be on probation for a period of six (6) months from the date of such promotion. If an employee is serving a probationary period incurred as a result of a promotion and is found by the Emergency Services Director to be unqualified to perform the duties of the higher classification and/or pay grade, the County will return that employee to the position and pay status held immediately prior to promotion. The employee shall not have recourse to any judicial, administrative or grievance procedure.

**ARTICLE 26
ANNUAL LEAVE**

26.1 Each employee shall be eligible for annual leave with pay and shall be administered as written in the County's Career Service Manual section A2 except for the following changes. Employees shall earn vacation allowances as of their first date of employment.

26.2 ESD Shift-56 hour employee

(Includes all FLSA non-exempt shift employees, non-cross trained Paramedics and EMT's)

Annual Leave shall be earned each 14 day pay cycle based on the following schedule:

Date of hire - End of 5th year: 5.50 hours per 14 day cycle
Start of 6th year - End of 10th year: 6.50 hours per 14 day cycle
Start of 11th year - End of 15th year: 7.75 hours per 14 day cycle
Start of 16th year - End of 20th year: 9.25 hours per 14 day cycle

26.3 ESD Non-shift-40 hour employee

Annual Leave shall be earned each Biweekly pay cycle based on the following schedule:

Date of hire - End of 5th year: 3.69 hours Biweekly
Start of 6th year - End of 10th year: 4.62 hours Biweekly
Start of 11th year - End of 15th year: 5.54 hours Biweekly
Start of 16th year - End of 20th year: 6.46 hours Biweekly

26.4 Available number of employees allowed to use annual leave per shift shall be determined by the following schedule:

<u>Date</u>	<u>Available Slots</u>
Current	7 <u>9</u>
Upon Ratification.....	<u>9</u>

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ARTICLE 27
MEDICAL LEAVE

27.1 Employees incurring a non-duty sickness or disability will be allowed medical leave with full pay in accordance with the County's Career Service Manual section A3 in effect at ratification. On-duty sickness or disability shall not be charged to the accumulated medical leave of the employee.

ARTICLE 28
MEDICAL LEAVE CONVERSION TO ANNUAL LEAVE

28.1 During the first pay cycle every April, employees of the bargaining unit shall be eligible to convert their accrued medical leave hours to annual leave hours based on the following schedule:

<u>Accumulated Medical Leave Hours</u>	<u>Hours Convertible to Annual Leave</u>
500 - 749	48
750 - 999	60
1000 +	72

ARTICLE 29
OTHER LEAVES OF ABSENCE

29.1 Policies, as of June 2005, within the County's Career Service Manual pertaining to funeral leave, court leave, conference and educational leave, military leave, examination leave, administrative leave, leave without pay, absence without leave, inactive status and the overtime disclaimer shall remain in effect unless amended by mutual agreement of the parties.

ARTICLE 30
UNION LEAVE ACCOUNT

30.1 The Union will maintain a Union Leave Account for the purpose of enabling members of the Union Executive Board, or designees, to attend union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union Leave Account. Requests for union leave shall be in writing and shall be submitted to the Battalion Chief, or his designee, at least twenty-four (24) hours prior to the commencement of union leave. When it is not feasible to submit a written request providing twenty-four (24) hours notice, a verbal request may be made stating the reason for the short notice, and this verbal request shall be later confirmed in writing.

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30.2 Requests shall not be unreasonably denied. Salary and overtime pay, if any, incurred in replacing the Union representative(s) authorized union leave shall be deducted from the Union Leave Account. Authorization for union leave shall be limited only by the amount available in the Union Leave Account.

30.3 On the first full pay period in October 2007, and each October thereafter, the employer shall deduct ~~six (6)~~ one (1) hours accumulated annual 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.

30.4 Bargaining unit members who are not members of the Union may opt out of the deduction by providing a written notice to the County annually by September 1st of that year.

30.5 Circumstances under which the Union Leave Account may be charged:

1. As defined and approved by the Union.
2. In emergency circumstances, as designated and requested by the Union President or his designee.

30.6 The employer may authorize absences with pay, referred to as Professional Leave, when believed to be in the best interest of the department and/or the employer. Absences for Professional Leave will not be deducted from the Union Leave Account.

30.7 Up to ~~one (1)~~ two(2) ~~E~~employees per shift who are duly elected or appointed to represent the Union shall be granted time-off to perform their Union functions including but not limited to; attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures without loss of pay with approval of Battalion Chief.

30.8 Three (3) members of the Union Negotiating Team shall be allowed time off for all meetings which shall be mutually set by the County and the Union.

ARTICLE 31 **EXCHANGE OF TIME**

31.1 Shift exchanges are permitted for employees with prior written approval of the employee's Battalion Chief following written request submitted by at least 2000 hours the prior regular shift. Prior written approval and the prior regular shift notification may be waived by the Battalion Chief. Requests to exchange more than five (5) consecutive shifts, one hundred twenty (120) hours, may be permitted with prior written consent by the Assistant Chief or a higher rank.

31.2 Shift exchanges shall be rank/classification for rank/classification or with employees who are on the current eligibility list.

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31.3 Any employee on duty by virtue of a shift exchange or partial shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as any on-duty personnel.

31.4 A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the employee originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.

31.5 A shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay or out of class pay because of a shift exchange.

31.6 An employee who abuses this Article shall be subject to the loss of the right to exchange shifts for the period of one (1) year. Any member of the bargaining unit who agrees to exchange a shift, but fails to report to work the agreed shift, shall be subject to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the County, as well as the practical needs of their teammates in mind.

ARTICLE 32 **OVERTIME**

32.1 The County shall pay overtime pursuant to the Fair Labor Standards Act for both shift employees and 40 hour employees within the Union's bargaining unit. Employees shall receive one and one half times their normal rate of pay for all hours worked in excess of their normally scheduled workweek.

32.2 Overtime hiring procedures shall be in accordance with a Labor Management approach.

~~**32.3** The Union and Management will meet regularly until a written procedure for Overtime is adopted by mutual agreement of both parties.~~

ARTICLE 33 **CALL BACK PAY**

33.1 Call back pay shall be in accordance with the County's Career Service Manual section A6.12 as of June 2005.

33.2 Call back procedure shall be in accordance with the departments Standard Operating Guidelines Section 12.200 as of June 2005.

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ARTICLE 34
HOLIDAY PAY

34.1 The following Holidays are those which shall be recognized and observed:

34.2 New Year's Day; Martin Luther King's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day, all other holidays approved by the Board of County Commissioners.

34.3 Employees shall receive 12 hours of additional pay for all holidays listed above.

34.31 Given the FY 2010 economic conditions in Pasco County, the intent is to temporarily freeze certain benefits in order to avoid a layoff of fire rescue personnel.

Local 4420 agrees to the following:

1. Freeze 12 hours of additional holiday pay (Article 34.3) from January 1, 2010 until September 29, 2010.

34.4 Employees who actually work on a scheduled holiday shall be compensated at a rate of one and one-half times his regular rate of pay (08:00 to 24:00 or 24:00 to 08:00).

34.5 Employees who are on approved leave on a scheduled holiday will not be compensated at a rate of one and one-half times his regular rate of pay, but shall continue to be entitled to the 12 hours of additional pay.

34.51 Given the FY 2010 economic conditions in Pasco County, the intent is to temporarily freeze certain benefits in order to avoid a layoff of fire rescue personnel.

Local 4420 agrees to the following:

1. Freeze 12 hours of additional holiday pay (Article 34.3) from January 1, 2010 until September 29, 2010.

34.6 Employees on annual leave, funeral leave, military leave or any other approved leave (except medical leave and leave without pay) when a scheduled holiday occurs shall be credited as time worked for the purpose of overtime pay. Holidays that occur during such leave, employees will be compensated the holiday time and charged the appropriate leave for the time off.

34.7 All employees assigned to a 24 hour shift shall observe the actual holiday.

34.8 All employees assigned to a 40 hour workweek shall observe the holiday schedule as outlined in the career service manual.

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ARTICLE 35
MILEAGE ALLOWANCE

35.1 Employees required to use their private automobiles for approved Pasco County business shall be compensated at the rate per mile in effect for the State on the date travel occurred.

ARTICLE 36
SAFETY AND HEALTH COMMITTEE

36.1 There shall be a joint safety and health committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union.

36.2 The joint committee shall:

1. Meet at least once bi-monthly at established dates and times.
2. Make periodic inspections of Emergency Services Department facilities and apparatus, protective equipment, protective clothing and devices to review work methods and conditions, including training procedures at least once every three (3) months.
3. Make written recommendations for the correction of hazardous conditions or unsafe work methods which comes to its attention. All recommendations shall be forwarded to the Emergency Services Department officials responsible for providing a safe and healthy workplace and include a target date for abatement of the hazardous conditions or unsafe work practice.
4. Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.
5. Review and analyze all reports of accidents, deaths, injuries, and illnesses. Make immediate and detailed investigation of each accident, death or illness to determine fundamental cause. Make written recommendations that include a date of implementation to modify or add any rules and procedures to further promote the avoidance of such incidents in the future.

36.3 Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal or state safety and health law, shall be made available upon the request of each member of the safety and health committee.

36.4 The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The committee's union representatives at their own request shall have the right to call on such experts and authorities, including representatives from the International Union, to make such examinations, investigations and recommendations as shall be reasonably connected with the purpose of the committee.

36.5 The County shall pay Union members of the committee their regular rate for all time spent on committee business with the approval of the Assistant Chief, including time spent in inspections, handling of safety problems, accompanying inspectors and in meetings or training seminars related to safety and health.

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ARTICLE 37
WELLNESS AND FITNESS PROGRAM

37.1 The Emergency Services Department and Union representatives, during the duration of this contract will may develop a non-punitive Wellness and Fitness Program consistent with the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The Program implementation will be contingent upon funding and approval by the Union and Management.

ARTICLE 38
DRUG FREE WORKPLACE

38.1 The County and the Union agree to follow the provisions of F.S. 112.0455 Drug Free Workplace Act.

ARTICLE 39
WORKERS' COMPENSATION

39.1 An employee who is injured in the line of duty shall have the option of having the original diagnosis of injury performed by an Emergency Room physician. An employee who is temporarily disabled in the line of duty shall be placed immediately on Pre-Workers' Compensation without a waiting period. An employee who is placed on Pre-Workers' Compensation will be paid his full wage by the Employer, including holiday pay, for their regularly scheduled hours, for time lost through the first seven (7) calendar days of his disability leave. Fourteen (14) calendar days shall apply to injuries or illnesses occurring in the performance of their duties at an emergency scene and/or training. An additional 14 days may be requested by the employee and approved by the Emergency Services Director. This provision may be extended by the County Administrator and the extension is not grievable.

39.2 Many on-the-job injuries may prohibit the performance of regularly assigned duties, however, there may be other duties that such employees may be able to perform. An employee injured in the line of duty, which temporarily prohibits the performance of the employee's regularly assigned duties, may be placed in a light duty job. Light duty is defined under this article as work performed for a period of time prior to the employee reaching maximum medical improvement (MMI). The Employer is under no obligation to create light duty for an employee and the provision of light duty for one employee shall not be precedent for provision of light duty for another employee.

39.3 Provided that the authorized Workers' Compensation physician states that a light duty assignment is acceptable and light duty work is available, the employee will report to the Emergency Services Director, or designee, on the next working day, defined as Monday

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through Friday, for assignment of duties within the department. Light duty assignments, when available, will normally consist of a forty (40) hour workweek.

39.4 When an employee is placed on light duty, the employee's salary shall not be affected where the compensation level would be below the amount that the employee normally would receive on workers' compensation. In no event shall an employee on light duty receive less than their full pay, including holiday pay.

39.5 An employee will not be entitled to Holiday pay when in a non-pay status, including the receipt of Workers' Compensation, Short-Term Disability, or Long-Term Disability.

39.6 The employee may request a medical leave of absence provided the request is substantiated by the employee's personal physician.

ARTICLE 40 **HEALTH INSURANCE**

40.1 Effective with the execution of this Agreement, the employees in the bargaining unit shall have the same health insurance benefits available to other non-bargaining unit employees during the open enrollment period.

ARTICLE 41 **POST-EMPLOYMENT HEALTH PLAN**

~~**41.1** The County agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which shall be attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The County agrees to contribute to the Plan on behalf of all bargaining unit members as of the execution of this agreement.~~

~~**41.2** Upon termination of employment the Eligible Employee's accumulated sick leave and annual leave that would have otherwise been paid, pursuant to the Medical Leave and Annual Leave articles, to the Eligible Employee had the Employer not participated in the Plan shall be contributed to the Participant's Health Insurance Premium Reimbursement sub-account at its current value.~~

ARTICLE 41
LAWN MAINTENANCE

41.1 The members of the bargaining unit shall be responsible for lawn maintenance of their assigned station including mowing and trimming. The mowing schedule will be determined by ESD Administration. The required equipment will be provided by the County.

ARTICLE 42
RETIREE GROUP HEALTH INSURANCE

42.1 A member of the bargaining unit retiring from service with the County, and receiving a retirement benefit from the State of Florida Retirement System, may elect to continue the County's group health insurance at his or her own expense. Under those circumstances, the County will pay the premium for a retiree with 30 years of service with Pasco County in return for the surrender of the retiree's Health Insurance Subsidy of \$150.00. The Health Insurance Subsidy is included in the retirement benefit of retirees that pay a cost to continue health insurance. The county paid health insurance is continued only up to age 65, the age at which the retiree becomes Medicare Eligible.

ARTICLE 43
TUITION REIMBURSEMENT

43.1 The County agrees to continue its current tuition reimbursement program as outlined in the Career Service Manual titled "Pasco County Tuition Reimbursement Program Policy and Procedure" as of June 2005.

ARTICLE 44
PARAMEDIC TRAINING

44.1 The County agrees to offer on-duty Paramedic training to a maximum of two (2) bargaining unit members per shift at any given time. Members who participate in and complete the on-duty Paramedic training program agree to continue their employment with Pasco County for two (2) years after certification as a Florida State certified Paramedic. Any member who leaves employment, other than for disability, prior to completing two (2) years shall reimburse the County for tuition associated with the Paramedic training program. All bargaining unit members with a minimum of four (4) years continuous employment as a firefighter with Pasco County shall be eligible for on- duty Paramedic training based upon seniority and the criteria set forth by MEMO 04-43 dated 06/24/04.

44.2 For employees hired after ratification of this agreement and consistent with the mutual desire for an integrated Fire Rescue System, eligibility for employment in a bargaining unit position shall be, at a minimum, a Florida State Certified Paramedic Certification or a Florida State Certified Firefighter with a Florida State Certified Paramedic Certification or an EMT certification provided any bargaining unit member shall obtain dual certification as a Florida

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State Certified Firefighter/Paramedic within thirty (30) months of their date of hire with the County unless mutually agreed by the County and the Union. Any bargaining unit member hired after ratification of this agreement that fails to obtain dual certification and privileges through Pasco County and function in that capacity at the end of the thirty (30) months may be separated from the agency.

PARAMEDIC SPONSORSHIP PROGRAM SELECTION STANDARDS

The following are the Selection Standards for the on-duty Paramedic Sponsorship Program. The Selection Standards Committee all agreed that the Paramedic Sponsorship Program, in order to be successful, must have the best-suited employees selected. It is understood that this program is not funded and should not cause overtime. This program will have the first priority over on-duty promotional classes, and it provides for in school class time, labs, and clinicals. The following are the established standards for this program:

1. Two employees per shift will be allowed to attend.
2. Four (4) years of continuous service with Pasco County Emergency Services Department. Any ties will be decided by placement on the department's seniority list.
3. Cannot be in the Drop Program.
4. Performance evaluations for past two years must be "meet standards" or higher.
5. Sick Leave usage for the past two years cannot exceed the department's standards (Exception - if employee suffered an extensive illness or injury).
6. Disciplinary history should not include any discipline above a written reprimand. (Written reprimands may not necessarily be counted against the employee and will be reviewed).
7. A candidate may have to change shifts if two selected candidates are on the same shift. A candidate may volunteer or the candidate with the least seniority will be reassigned to another shift.
8. Candidate may apply for tuition reimbursement in accordance with the County's Tuition Reimbursement Program.
9. Candidate must use his or her own personal vehicle for transportation to and from school.
10. Candidate may not submit a County Mileage Reimbursement Form for mileage incurred going to and from school related classes, clinicals, or labs.

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11. Candidates must attend an accredited institution in Pasco or an adjacent County.
12. Candidates must complete all prerequisite courses required by the accredited school. It shall be the candidate's responsibility to obtain these prerequisite courses and be accepted to the Paramedic Program.
13. Candidate must submit a written letter to the Interview Committee indicating why they think that they should be selected for this program. The letter must also include why they want to become a paramedic (more than 50 but less than 150 words).
14. Candidate must obtain a written recommendation from an immediate supervisor. An immediate supervisor must have supervised the employee for at least six months during their career. The following are classified as immediate supervisor: Battalion Chief, Station Officer and Company Officer.
15. Upon completion of the paramedic course and passing the State Boards, the employee will be required to immediately apply for their privileges and then function in that capacity for a period of at least two years (engine and/or rescue).
16. If due to staffing or late calls, the employee cannot be released to attend class while on duty, it will be the employee's responsibility to attend make-up classes off duty. No overtime will be approved for the time spent to attend off duty classes in this instance.
17. Employees that attend paramedic school on a non-duty day will be exempt from overtime as per the S-O-G-s.

In the second and third term of the PHCC Paramedic Program, the Pasco County Fire Rescue Administration and PHCC have approved on-duty clinicals under the following guidelines.

- The student will not be considered as staffing by Pasco Fire Rescue the County (minimum of third person on the rescue unit).
- The student's clinical will not be interrupted due to staffing shortages.
- The student will not be left unsupervised with a patient.
- PHCC Paramedic Coordinator will have sole authority to assign the student to the station and rescue unit of the Coordinator's choice.
- The student may not be assigned at their normal station assignment.
- Twenty-four hour clinicals have been approved for the third term under the same restrictions as above (students will be assigned to stations that have available sleeping arrangements).

Every effort will be made to place employees back on their original shifts if the employee submits a written request. This would occur once the employee has successfully completed the PHCC Paramedic Course, taken and passed the State paramedic test and completed and passed their paramedic orientation.

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ARTICLE 45
EMS INCENTIVE PAY

45.1 All bargaining unit members assigned to ambulance detail for a minimum of one 24-hour shift shall receive a wage differential (or premium) of two and one half percent (2½%) of the base wage for their rank added to their current rate of pay.

ARTICLE 46
MERIT EVALUATIONS

46.1 The County and Union agree to implement a new merit evaluation score sheet for bargaining unit members. The merit evaluation score sheet shall be jointly developed by the labor-management committee. ~~Until the agreement is implemented the current practices shall remain in place.~~

ARTICLE 47
PROMOTIONS

47.1 All promotions above the entry level within the bargaining unit shall be made by internally promoting bargaining unit employees from a promotional eligibility list, unless there are an insufficient number of eligible candidates on the list. In the case of an insufficient number of eligible candidates, the Emergency Services Director has the discretion to administer another test and or hire outside applicants. It is the policy of Pasco County to consider its own employees for promotional opportunities prior to considering any outside applicants. The Union shall be consulted prior to exercising the option of hiring outside applicants and solicit their input.

47.2 All textbooks and reference materials used to develop the promotional exam may be made available to employees for study purposes. The sources of such materials shall be posted in advance of the test.

47.3 Final scores for the promotional exam will be provided to all applicants upon request.

47.4 All promotional eligibility lists shall remain in effect for one (1) year and may be extended for up to six (6) months by the Personnel Director.

47.5 All vacancies shall be filled from the current promotional eligibility list within thirty (30) calendar days except for legitimate business purposes as determined by the Board of County Commissioners ~~BOCC~~, County Administrator or designee.

47.6 All promotional exam requirements shall be in accordance with Interoffice Memorandum "Promotional Examinations" dated ~~04/12/06~~ 4/9/07 (see attached). Any changes to the promotional examination requirements shall be made by mutual agreement of both parties.

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ARTICLE 48
WORKING AT A HIGHER CLASSIFICATION

48.1 A shift employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at a rate as described in the schedule below. The employee shall complete one shift prior to receiving compensation.

Firefighter working as a Driver Engineer = 5% increase in pay
Driver Engineer working as a Captain = 10% increase in pay
Captain working as a Battalion Chief = 15% increase in pay

48.2 A Fire Prevention employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the appropriate rate for the higher position as described in the Career Service Manual. The employee shall complete 30 calendar days at the higher classification prior to receiving compensation.

ARTICLE 49
WAGES

49.1 The following compensation schedule for bargaining unit members is hereby established.

49.2 Annual Salary Increases:

Effective upon ratification, the County agrees to continue the current merit pay plan now in effect for all bargaining unit members within the Pasco County Emergency Services.

49.21 Given the FY 2010 economic conditions in Pasco County, the intent is to temporarily freeze (12 months) wages in order to avoid a layoff of fire rescue personnel.

Local 4420 agrees to the following:

1. Wage freeze (12 months) for FY 2010 (merit increases Article 49.2)

49.3 ~~Effective October 1, 2008, the County and the Union agree to continue to negotiate the implementation of a step plan provided that the cost of such plan will not exceed the cost of the merit percentage increase for FY 2009 budgeted for non-bargaining unit employees, applied to the bargaining unit employees .~~

49.4 14 Day Cycle

~~The 14 day Cycle will be used to calculate overtime beginning on the start of the first scheduled 28 day Cycle following ratification. For the period from October 28, 2007 until the start of the 14 day Cycle as described above, the benefit will be calculated as follows: The employee's hourly rate on the date of ratification times the number of weeks between 10/28/07 and the start of the 14 day Cycle times 1.666.~~

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49.4 Certification Pay:

Paramedic Certification Pay:

~~Effective upon ratification~~ All bargaining unit members who possess a valid Florida State Paramedic certification and privileges by the Medical Director and a valid Florida State Firefighter certification shall continue to be paid at a rate of fifteen (15%) percent (inclusive of EMT pay) above their straight time base rate of pay.

WAGES

Based on 2704 hours

<u>TITLE</u>	<u>CURRENT RANGE</u>
Firefighter/EMT	30,300 - 46,500
Firefighter/Paramedic	36,600 - 53,900
Driver Engineer/EMT	34,500 - 52,030
Driver Engineer/Paramedic	38,700 - 64,680
Captain/EMT	46,500 - 60,500
Captain/Paramedic	48,000 - 73,040
Paramedic	29,000 - 45,000

Paramedic Incentive 15%

Employees designated as Support working a 40 hour shift - add 18% to maximum salary

40 Hour

<u>TITLE</u>	<u>CURRENT RANGE</u>
Certified Fire Inspector	18.22 – 29.53 Hourly
Fire Inspector	17.35 – 28.12 Hourly
Fire Investigator	19.12 – 31.00 Hourly

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ARTICLE 50
VOLUNTARY SEPARATION INCENTIVE PROGRAM

50.1 The County will offer a one time opportunity for members of the bargaining unit to participate in a Voluntary Separation Incentive Program (VSIP). Eligible employees will have either twenty-five (25) years of full-time service or be 55 years or older and have six (6) years of full time service with the Pasco County Board of County Commissioners. Applicants may decide between the following options: 1) medical insurance coverage for up to a period of three (3) years depending on current coverage. Pasco County covers the employee portion of the cost. The employee is responsible to continue paying the balance if they currently have spouse, children or family coverage
OR
2) A cash lump sum payment up to \$5,000.00 in lieu of insurance coverage. The County Administrator will approve, deny or modify the application. Upon ratification of the agreement, the Union and County will establish a window for receipt of applications and the last effective date of resignations.

ARTICLE 51
SAFER GRANT

51. After publication of the Safer Grant requirements, the County will determine whether it is in its best interest to apply for funds. The County will solicit input through the Labor Management Committee; however, the County reserves its rights concerning all aspects of the grant funding.

ARTICLE 52
TOP OUT COMPENSATION

52. Those employees who received a “meets standards” evaluation and who did not receive a full 5% merit in Fiscal Year 2009 will receive a one time, lump sum payment based on their hourly rate times 108 hours prior to the end of calendar year 2009. This will not be repeated for Fiscal Year 2010.

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IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives on this _____ day of _____, 20089.

FOR PASCO COUNTY:

In accordance with F.S. 447.309(1)

**FOR THE INTERNATIONAL
ASSOCIATION OF FIRE
FIGHTERS, LOCAL 4420**

John Gallagher
County Administrator

Ralph A. Grant
President

Tim Zukosky
Vice President

**FOR PASCO COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Christopher Julian
Secretary

~~Ted Schrader~~ Jack Mariano
Chairman

~~Shari Surdovel~~ John Falls
Treasurer

~~Lance Bartlett~~
~~Collective Bargaining Committee~~

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