

**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**

**Supervisor Bargaining Unit**

**From Ratification to September 30, 2023**

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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 Supervisory Unit, 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 will be effective upon ratification by the bargaining unit employees and approval of the Board of County Commissioners and will remain in full force and effect through the 30<sup>th</sup> day of September, 2023.
- 2.2 The parties will commence bargaining for a successor agreement in April 2023.

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 supervisory unit in accordance with Certification 1676 issued by the Public Employees Relations Commission of the State of Florida on October 10, 2008. This includes the Shift Commander – Battalion Chief rank.
- 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

- 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.



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 Fire Rescue Department 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.
- 6.2 When the County or Union assert that rights, privileges and working conditions not addressed in this agreement exists but the other party objects, the parties will meet to discuss the issue. If agreement is reached, the parties will sign a letter of clarification. If agreement is not reached, either party may initiate the formal grievance process.
- 6.3 When a grievance arises regarding the existence and application of a past practice, the burden of proof is on the party asserting that a past practice exists and is applicable and the past practice must be established by clear and convincing evidence. The test for determining a past practice is that the practice:
- a) must be unequivocal;
  - b) have existed substantially unvaried and uninterrupted for a significant period of time;
  - c) could reasonably be expected to continue unchanged; and
  - d) is known by both parties

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 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  
POLICY MANUALS

- 10.1 Except as modified by a specific provision of this agreement, the Fire Rescue Department (FRD) Administrative Policy and Procedures Manual ("APP") and the County's Personnel Policy & Procedure Manual ("PPPM") in place at the time of ratification of this Agreement thereto shall govern the employees covered under this Agreement. However, in the event of a conflict between the PPPM and this Agreement or the APP and this Agreement, this Agreement will control.
- 10.2 Should the County want to amend or modify any provision of the APP or PPPM that affects 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 no less than 30 days prior to the intended implementation date. The amendment or modification will not be implemented until the Chapter 447 bargaining process is completed.

ARTICLE 11  
COLLECTIVE BARGAINING AGREEMENT COPIES

- 11.1 This Agreement and any future Agreement shall be placed on the County website ([www.pascocountyfl.net](http://www.pascocountyfl.net)) and the Union's website within 30 days of ratification.

ARTICLE 12  
DUES CHECK-OFF

- 12.1 The COUNTY agrees to deduct Union dues, in an amount certified to be current by the treasurer of the UNION, bi-weekly from each paycheck of those employees who individually request in writing that such deductions be made and remit the total amount of the deductions to the Treasurer of the UNION.
- 12.2 The Union will pay the County an annual fee of \$50.00 for dues collection and remittance.

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. The committee 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.
- 13.2 The County shall contribute 96 hours each year into the Union leave pool to be used for members to participate in the Labor Management Meetings. The Union representatives shall be selected by the Union.
- 13.3 Whenever possible any county business that requires the attendance of union personnel; those personnel will be given advanced notification of 5 business days or more; unless otherwise specified. i.e. new hire presentation, accident review board, promotional testing preceptors, hiring interview panel.
- 13.4 In an effort to show the cooperative effort between the Union and management, each apparatus shall be allowed to display one, up to four-inch (up to 4" x 4") union sticker. All stickers will be the same design and will be placed in similar uniform location on all apparatus cab windows, readily visible to the public. Stickers will be provided by the Union. The Union shall work with management to determine the location in each vehicle.



ARTICLE 14  
COMMUNICATIONS

- 14.1 The County agrees to furnish suitable space in convenient places in each Fire Rescue facility for bulletin boards. 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.
- 14.2 The use of the bulletin board for advocacy regarding public County election matters (candidate or issue endorsement or opposition) is prohibited.
- 14.3 The County has no duty to monitor the bulletin boards.
- 14.4 The Union is solely responsible for all items posted and the consent of the County to the use of open bulletin boards does not imply County consent to items posted on the board.
- 14.5 Union may use the County inter-office mail distribution system for Union materials.
- 14.6 Union related e-mails may be transmitted to the bargaining unit members using the County email system, but the Union and bargaining unit employees acknowledge they have no expectation of privacy when using the County email system.
- 14.7 Off-duty employees may only visit stations to conduct and discuss union business in accordance with the Fire Rescue Department's Administrative Policy and Procedures Manual Section 209 Public Interaction.

ARTICLE 15  
DEFINITION OF SENIORITY

- 15.1 Total seniority shall be determined by collective years of service in the Pasco County Fire Rescue Department (within the bargaining unit) calculated from the date of employment with Pasco County. Collective years of service shall be broken only by resignation of more than twelve months, discharge, 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 total time spent in the promoted position. Employees with the same promotional date shall be assigned to the seniority list in the order of their ranking on the eligibility list.
- 15.3 For the purpose of calculating collective years of service and time in grade; periods of inactive status will be deducted from the total accumulated years of service and time in grade with Fire Rescue Department (FRD).

ARTICLE 16  
PERSONNEL REDUCTION

- 16.1 The County agrees not to reduce the total number of fire/rescue personnel between the date of ratification and 9/30/2023. Thereafter, personnel reduction, if necessary, will be in accordance with the following retention procedure:

In the event layoffs affect different ranks within the Fire Department; employees who are laid off may bump down to a position they previously successfully held in the department and displace another employee who in turn may bump down to a position they successfully previously held until the least senior employees remains at which point the following procedure will be applied, and that/those employee(s) will be laid off.

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

The following layoff procedure is comprised of five criteria as follows and will be applied to employees that all have the same junior rank:

1. *Seniority: Must be most recent continuous service, without any disciplinary actions or below expectations/needs improvement evaluations, as follows:*

<i>0 to 3 years</i>	<i>0 point</i>
<i>4 to 10</i>	<i>2 points</i>
<i>11 to 15</i>	<i>4 points</i>
<i>16 to 20</i>	<i>6 points</i>
<i>21 to 25</i>	<i>8 points</i>
<i>26 and up</i>	<i>10 points</i>

2. *Performance:* Points will be awarded for satisfactory or above standards performance or deducted for below standards performance, based on each merit rating on the overall evaluation for the last five (5) merit evaluations. Points will be awarded per year as follows:

Exceeds	4 points
Meets	2 points
Below	minus 2 points

3. *Disciplinary Action:* Deductions will be based on disciplines for the past five (5) years, and must be in the Official Personnel File, -25 Point maximum, as follows:

Written Reprimand	minus 1 point
One day Suspension	minus 2 points
More than one day Suspension	minus 3 points
Involuntary Demotion	minus 4 points

There will be no stacking of discipline for a single violation. Example: if an employee receives a one day suspension and a demotion for the same violation, the maximum minus points is 4 (not 2 plus 4).

4. Additional Skills or Training: It is possible that an employee has an additional skill or certification of particular value to the County which is related to the department's goals and objectives. If applicable, the employee, through their department head should provide justification for review by the Human Resources Director of said specific skills or training. They may be awarded points if they contribute to mission success. If they are determined to qualify, a maximum of 5 points are possible, one point for each skill or two points for additional training, above the minimum qualifications of their job. Example: An accredited degree above the minimum qualifications for the position. 2 Points.

5. Veterans' Preference: In accordance with Florida Statutes, qualifying veterans are entitled to preference in retention; therefore, veterans will be given additional points. Eligible veterans will receive 1 point; disabled veterans receive 2 points, which will be added to their other points.

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 being afforded an opportunity to review the document. The employee will be asked to initial the document to confirm their review but if they elect not to initial the document it will be placed in the file with a notation that the employee reviewed but declined to initial. Employees may cause to be placed in their master personnel files, with acknowledgement of the Fire Chief or designee, responses to adverse material inserted therein and 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 Employees shall notify the County of their intent to begin secondary employment. This notification shall state the type of employment, the hours of work, the name of the prospective employer, and the place of employment. The notification will then be forwarded to the Human Resources Director for approval.
- 18.3 The Human Resources Director will determine whether the secondary employment creates a conflict of interest with the employee's County position. If there is a conflict of interest, the employee will be notified and will not be able to continue such employment. The Fire Chief, the Human Resources Director, Union Representative and the employee shall meet to discuss any secondary employment that is denied.
- 18.4 Employees shall only work secondary employment for the employer set forth in the notification. Additional employment requires additional notification.
- 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, unless otherwise approved by the Human Resources Director.

ARTICLE 19  
EMPLOYMENT OF RELATIVES

- 19.1 The county will follow Florida state statute 112.3135, regarding the restriction on employment of relatives, including the definition of the term relative/family member.
- a. Pasco County Fire Rescue will not permit the employment of family members in positions in which either family member would be directly or indirectly supervised by or supervising; influenced by or influencing the activities or employment conditions of the other.

ARTICLE 20  
UNIFORMS

- 20.1 During the term of this agreement, the county agrees to provide and replace uniforms, protective turnout gear, and related equipment required by the department SOG. The turnout gear and related equipment will be 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's *Uniform & PPE Specifications* manual. However, should such uniforms, accessories or protective clothing not be in stock at the time of hiring or promotion, the department shall process the appropriate documentation necessary to obtain such items. The union shall have input, through the Labor Management Committee, in recommending standards and dress codes for the items provided.
- 20.2 Department-approved uniforms will be replaced through an approved online web ordering portal to purchase the uniform items. Each bargaining unit member will be allocated funds (as indicated in Article 20.4 of this agreement) by the county at the start of each fiscal year, which will be no later than October 1<sup>st</sup> and those funds will be placed in an account administered through this approved uniform ordering web portal. The catalog of items on this web ordering portal will be as all-encompassing as feasible, and will include but not be limited to, footwear, belts, cold weather gear, and hats that can be worn on duty. The agreed-upon funds applied to each bargaining unit member's uniform account may adjust each fiscal year to account for increases in replacement uniform costs. Funds deposited in each web ordering portal account are required to be expended within the current fiscal year or be forfeited. The web portal will track the funds available in each member's account deducting the appropriate amount from each executed purchase. Ninety days before the end of the fiscal year, members will receive a notification from the web portal advising them of funds still available in their account. Once funds allocated by the county have been exhausted, the member will be responsible for any additional costs for purchasing items through the web ordering portal. Each member may use the e-mail address of their choosing to receive ordering confirmations and notifications from the web portal. The web ordering portal will be accessible from the Internet at all Fire Rescue locations, as well as from any other location via the Internet. Fire Rescue Supply will continue to stock necessary uniform items to replace member uniforms in emergent situations. These will be used to replace uniforms damaged on emergency calls, not from normal wear and tear or negligence of the member.
- 20.3 Employees leaving the service for any cause shall deliver to Fire Rescue Supply, in a clean and orderly condition, all equipment and turnout gear assigned to them by the County. This does not include items purchased through the web ordering portal, with the exception of official regular duty uniform items displaying the department name and/or logo.



- 20.4 The base amount to be deposited in each member's web ordering portal account no later than October 1<sup>st</sup> (or the first pay period following contract ratification whichever is later) will be \$500 per member adjusted as necessary to reflect changes to basic items as approved in the Uniform & PPE Specifications Manual. The county may, at any time, add funds to each member's account to use for the purchase of any new uniform item the department requires each member to utilize or wear. These additional funds may only be used to purchase this additional new item.
- 20.5 Uniforms and personal protective equipment (PPE) will be governed by the department's *Uniform & PPE Specifications* manual which will be created by the Labor-Management Committee with input from the Health and Safety Committee where appropriate. The company that administers the web ordering portal will be approved by the Labor-Management Committee.

ARTICLE 21  
GRIEVANCE PROCEDURE

- 21.1 A grievance is defined as a dispute regarding interpretation or application of a provision of this Agreement. 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. 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 Fire Rescue Department. Time limits may be extended by written mutual consent of the parties.
- 21.2 Step 1 - An employee must first file the grievance to the Fire Chief (FRD) within twenty (20) calendar days of the alleged grievance. The Chief will conduct a meeting within twenty (20) calendar days to investigate the facts and will render a written decision within twenty (20) calendar days after the scheduled meeting.
- 21.3 Step 2 - If the grievance is not settled at Step 1, the grievance may be submitted within twenty (20) calendar days of the previous response to the County Administrator or designee who will conduct a meeting within twenty (20) calendar days to investigate the facts and render a written decision within twenty (20) calendar days after the scheduled meeting.
- 21.4 Steps 1-2 shall not preclude the Union or the County from orally discussing and resolving a grievance. This process is not required for each grievance, but may be initiated by either the Union or the County. If a discussion is initiated by either side, the clock will stop for the time parameters outlined above. If a resolution is made during the discussion, a written response shall be made and signed by both the Union and County within five (5) calendar days of the discussion. A copy of the written response shall be provided to the grievant, upon request. The grievance procedure will cease once a resolution has been made. In the event either side determines it will not be resolved through this process, the clock will resume upon written notification to the other party.
- 21.5 Step 3 - If the grievance is not settled at Step 2, 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. 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 in mediation, the resolution shall be reduced to writing and signed by both the County and Union.

- 21.6 Step 4 – If a grievance is not settled in Steps 1-3, the grievance may be submitted to Arbitration by the Union. An impartial arbitrator shall be selected from a seven (7) member panel supplied by the Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within twenty (20) 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. The Union will strike first. 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 shared equally by the parties. 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 maybe moved to the next step of the process if the Union requests. 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 generally follow a progressive format however, progressive discipline has no application to certain severe offenses which include criminal activity; illegal use, sale or possession of drugs; fighting; or major safety violations which endanger the lives of the public or other employees. The Firefighter Bill of Rights F.S. 112.80 shall apply to all bargaining unit members and each offense will be looked at on a case-by-case basis.
- 22.2 An employee may appeal a termination to an arbitrator using the same procedures set forth in the Grievance Article.
- 22.3 An employee who is suspended or demoted by the Fire Chief may appeal the decision to the Director of Human Resources. The HR Director shall conduct a post-disciplinary hearing with both the employee and the union to discuss the discipline. The HR Director shall render a decision either upholding or reversing the discipline. The decision of the HR Director is final and not subject to appeal, provided the suspension or demotion was consistent with the requirements in 22.4.
- 22.4 A. Employees may be suspended or demoted by the Fire Chief for violations of the Personnel Policy and Procedure Manual related to improper conduct.
- B. Employees may be demoted or suspended by the Fire Chief for Performance related issues; however, employees demoted or suspended for performance-related issues must have had previous counselings and at least two written disciplines related to Performance (in their current position) before a suspension or a demotion can occur.

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 0700 hours and continuing through 0700 hours the following day unless amended by mutual agreement of both parties.
- 23.2 The current bi-weekly pay period shall remain in effect unless amended by mutual agreement of both parties.
- 23.3 The hourly rate for employees shall be based on the salary divided by the actual number of hours scheduled annually. For 24-hour shift employees the number of annual hours will be 2704, for 40 hour a week employees it will be 2080.
- 23.4 Bargaining Unit members shall be paid bi-weekly; on a 21 day work period pursuant to the Fair Labor Standards Act. Battalion Chiefs shall be paid 104 Regular hours, 3 of those hours will be at an overtime rate (1.5 times the regular rate) every two weeks. Shift Commanders are Exempt from overtime and will be paid 104 regular hours as part of their bi-weekly salary.
- 23.5 To equitably distribute holidays between the three shifts, and not overburden one shift with working more holidays than the other two shifts due to leap years. The County and the Union agree to develop a method to rotate the three shift's Holiday schedule, starting with the leap year in FY 24.

ARTICLE 24  
DAYLIGHT SAVING 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 (24 hours of pay).
- 24.3 Paid Time Off (PTO), Vacation, Medical Leave and other leaves of absence used on the affected days shall count as 24 hours in either instance.

ARTICLE 25  
BLANK – R&F Probationary Period

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ARTICLE 26  
PAID TIME OFF (PTO)

All bargaining unit employees will accrue and be able to use Paid Time Off (PTO) utilizing the following policy/procedure.

A. Paid Time Off (PTO)

Eligibility for PTO

- a. Regular full-time employees will be allowed to earn and accrue paid time off.
- b. Temporary and seasonal employees will not be eligible for PTO.
- c. Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.
- d. New employees who have not completed their initial six (6) month or one (1 year) employment probationary period will earn and accrue Paid Time Off in accordance with this policy, but will not be eligible to use accumulated leave until their initial six months is satisfactorily completed, unless otherwise approved by the Human Resources Director or provisions within this policy. Employees who are granted permission to use PTO during their initial probationary period (6 months or one year) will have to repay any leave used if they fail to successfully complete their probationary period.
- e. Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.
- f. Accrual Rate of PTO
  - i. Regular full-time employees will earn and accrue PTO immediately upon employment as follows:



	40 hours per week*		52 hours per week* (All)	
Continuous Employment	Biweekly Accrual	Annual Amount	Biweekly Accrual	Annual Amount
Date of Hire - End of 3rd Year	6.15	160	8.54	222
Start of 4 <sup>th</sup> Year - End of 9 <sup>th</sup> Year	7.38	192	11.15	290
Start of 10 <sup>th</sup> h Year - End of 15 <sup>th</sup> Year	8.31	216	12.08	314
Start of 16 <sup>th</sup> Year – End of 19 <sup>th</sup> Year	8.62	224	13.00	338
Start of 20 <sup>th</sup> Year – Forward	9.23	240	13.85	360
<p>*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 and 56 hours per week for 52 hours-a-week employees. At no time will the hourly accrual factor be applied to earned overtime hours.</p> <p>Employees transferring to and from 24 hours shifts to 40 hour work weeks will have their PTO balances converted by the following factors.</p> <p>24 hour shifts to 40 hour workweek – Balance x .7143</p> <p>40 hour workweek to 24 hour shifts – Balance x 1.4</p>				

- ii. When employee has had a break in employment, Paid Time Off accrual will be handled as outlined in the Reinstatement Policy.
- iii. Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status, (i.e., suspension)

## 2. Use of PTO Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. 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 this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted

provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

- a. Vacation
- b. Sick Leave
- c. Absence for transaction of personal business which cannot be conducted during off-duty hours.
- d. Religious holidays other than those designated by the Board of County Commissioners.
- e. 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.
- f. Maternity or paternity leave purposes.
- g. 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 employee's regular rate of pay.
- h. Absences from work not covered by other types of leave provisions established by the Board of County Commissioners' policies.

3. Request for Paid Time Off

- a. Requests for PTO shall be in accordance with the Policies and Procedures in place for Pasco County Fire Rescue Personnel. The number of bargaining unit members who are allowed to use PTO each shift shall be determined by the schedule below.

<u>Budgeted # of Employees</u>	<u>Available Slots</u>
12	1
15	2

(Will re-evaluate during each wage reopener)

- b. Employees are responsible for maintaining a sufficient balance of PTO to cover vacations, illness, etc. If an adequate balance of PTO is not available to cover the employee's requested time off, the employee's request for time off may be denied.
  - c. When PTO leave is being used for an employee's own personal illness, or the illness of a family member, employees shall notify their immediate supervisor or department manager as soon as the employee knows that they will be unable to work. Notice must be given no later than the first day of absence and preferably before the starting time for employee's scheduled shift. Employees failing to notify and report to the department within three (3) consecutive work days will be considered as having resigned (quit without notice) and employment will be terminated. Any absence not properly reported by employee, less than three (3) consecutive work days can be grounds for disciplinary action, in accordance with policy.
  - e. Paid Time Off may be used only as accrued, and will not be allowed in advance of leave being earned or accrued.
  - f. Paid Time Off will be charged at a minimum of one-half (1/2) hour increments.
4. Abuse of Paid Time Off Leave
- a. Abuse of PTO will be handled in accordance with established department policies.
5. Carry-Over and Cash Payment of Paid Time Off
- a. It is the intent of this policy that all employees take their Paid Time. The maximum amount of Paid Time Off which can be carried forward from one (1) calendar year (ending December 31st of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 780 hours (or 900 for 53 HR employees) upon termination of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

YEARS OF CONTINUOUS EMPLOYMENT	TOTAL HOURS 40 HR	TOTAL HOURS 52HR
Date of Hire to End of 4 <sup>th</sup> Year	300	360
Start of 5 <sup>th</sup> Year to End of 9 <sup>th</sup> Year	480	550
Start of 10 <sup>th</sup> th Year to End of 15 <sup>th</sup> Year	560	650
Start of 16 <sup>th</sup> Year to End of 19 <sup>th</sup> th Year	680	750
Start of 20th year forward	720	900

- c. An employee may request cash payment for portions of accrued PTO once annually from the County in accordance with the provisions of this policy.
- d. Employees with a PTO balance over 160 hours will be eligible to receive reimbursement of accrued PTO over the 160 hours, up to 50 hours annually (65 hours for 24 hour shift employees), at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Board of County Commissioners through the budget process.
- e. Prior to November 15<sup>th</sup>, each qualified employee must request reimbursement in writing on the PTO reimbursement form to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation the first full payroll in December.

6. Payment of Unused Paid Time Off

Employees who voluntarily resign or are separated from employment in good standing will receive payment for 75% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from Pasco County will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. 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.

- b. Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.
- c. New employees who have not completed their initial six (6) month or one year probationary period will not be eligible for payment of leave, upon separation, and will have to pay back any PTO used during their initial six months out of their last paycheck in accordance with Federal law.

7. Right to Contribute Paid Time Off Hours

- a. In the event that an employee's own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO to said employee with the appropriate approvals.
- b. Employee contributions must be done in multiples of at least (8) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

**B. Initial Implementation – First pay period after December 1, 2017**

- 1. Upon Initial Implementation of PTO time, employees shall retain their existing vacation time and must continue to use the hours pursuant to the previous policy until all vacation hours are exhausted. The provisions of the previous vacation leave policy are listed below in section C. Employees will no longer accrue vacation leave due to the implementation of the PTO time; therefore, once the employee has exhausted their existing vacation balance, and a zero balance exists, it will no longer show as an available balance on the pay check stub.
  - a. All existing employees currently carrying a vacation leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy.

- b. For the annual cash out of PTO hours, as well as determining the amount of hours to be carried over each year, the vacation leave balance and the PTO balance will be combined only for the purpose of determining the total number of hours available to be cashed out or carried over. Vacation hours will be utilized first for the purposes of cashing out, up to the maximum of 50 hours (65 hours for 24 hour shift employees) allowable by the policy.
  - c. Employees taking time off will need to exhaust their current vacation balance prior to the use of any PTO time being used.
- 2. Employees shall retain their existing sick leave balances and may continue to use sick hours pursuant to the previous policy. The provisions of the previous policy related to sick leave are listed below in section D. Employees will no longer accrue sick leave due to the implementation of PTO time; therefore, once the employee has exhausted their current sick leave balance and a zero balance exists, it will no longer show as an available balance on the paycheck stub.
  - a. All existing employees currently carrying a sick leave balance shall be able to retain their balance until the hours are utilized or cashed out upon separation pursuant to this policy
- 3. All new employees will accrue only the newly created PTO hours.
  - C. The previous Annual Leave policy shall serve as a reference for the use and disposal of annual leave hours until all employees exhaust their current annual leave balances.**
  - D. The previous Sick Leave policy shall serve as a reference for the use and disposal of sick leave hours until all employees exhaust their current sick leave balances.**

ARTICLE 27  
KELLY DAY

- 27.1 Kelly Days for Battalion Chiefs will be bid based on Time-in-Grade Seniority, Kelly Day vacancies will be bid quarterly, and take effect at the beginning of the next 6 week period. Upon promotion to a new rank, you will be assigned a Kelly Day, until awarded one in the next bidding quarter.

Only one (1) Battalion Chief will be allowed off on a Kelly Day at a time. The Shift Commander may choose their Kelly Day during the quarterly bid cycle and would not be subject to this provision.

- 27.2 Once Kelly Days are assigned and the Kelly Day is implemented, all bargaining unit employees assigned to shift work (24 hours on and 48 hours off) shall receive a Kelly Day that occurs every 6 weeks on the same day of the week. Each Kelly Day shall consist of 24 hours of unpaid leave. In the event of a declared state of emergency by BOCC affecting Pasco County, management reserves the right to cancel the assigned Kelly day and pay the employee at 1 ½ time for all hours worked of the scheduled Kelly Day.

Kelly days may be swapped with members of the bargaining unit on the same shift.

- 27.3 The County will not restrict an employee from working on their own Kelly day if overtime would have been generated on that shift.

ARTICLE 28

MEDICAL LEAVE CONVERSION TO PAID TIME OFF (PTO)

- 28.1 On April 1<sup>st</sup> each year employees of the bargaining unit upon completion of the medical leave conversion to PTO form by March 15<sup>th</sup>, shall receive medical leave conversion to PTO up to 72 hours per year (for employees with over 360 hours of sick leave, they can convert an additional 24 hours). The form will be located electronically in a fire rescue department designated location.



ARTICLE 29  
OTHER LEAVES OF ABSENCE

29.1 Policies in the County's Personnel Policy and Procedures Manual pertaining to, court leave, conference and educational leave, military leave, examination leave, leave without pay, absence without leave, inactive status and the use of such time in the calculation of hours worked for overtime purposes will remain in effect unless amended by mutual agreement of the parties.

29.2 Bereavement Leave -

1. Immediate Family - Bargaining Unit employees may be granted up to 48 hours (24-hour shift employees), or 40 hours (40-hour employees) for the death of an immediate family members. Immediate family is defined as spouse, parent, grandparent, grandchild, sibling, or child (including stepfamily members)

2. Extended Family- Bargaining Unit Members may be granted up to 24 hours (24-hour shift employees), or 2 days (40-hour employees) for the death of an extended family member. Extended family is defined as In-laws, aunt, uncle or fiancé.

3. An employee may use accrued sick time, annual leave, a shift swap, or Union Leave time (the latter with Union President consent) to extend funeral leave beyond the paid bereavement leave provided by the County.

29.3 The County will permit employees to attain job-related refresher training for the following certifications while on duty when pre-arranged with the Personnel Chief: EMT, Paramedic, ACLS, Inspector 1, CPR. (others as approved)

29.4 **SHORT TERM MILITARY LEAVE.** An employee who, by reason of membership in the Florida National Guard or one of the United States military reserve components, is ordered by an appropriate authority to attend a training period or encampment, shall, upon presentation of a copy of his official orders, or appropriate military certification, be granted leave of absence with pay. Such leave with pay shall not exceed 456 work hours in any calendar year period for those personnel assigned to twenty-four (24) hour shifts. All other personnel shall not exceed 240 hours.

This leave shall be eligible for shifts occurring during the ordered training or encampment period. This eligibility shall also include any portion of a shift that occurs within twelve (12) hours of the start time of the order. Any variations to the shift covered by this provision will require the authorization of the Fire Chief.

29.5 Parental Leave -

1. Qualified employees will be eligible for paid parental leave for a consecutive 120 hours. The birthing mother may receive an additional 48 hours (24-hour shift employees), or 40 hours (40-hour employees) of paid parental leave. Total parental leave must be used consecutively. Paid parental leave will run concurrently with any qualifying Family Medical Leave and be counted toward the 480 hours of job protected leave allowed within a rolling 12-month period under the FMLA. All requirements for FMLA (while running concurrently with paid parental leave) must be followed in accordance with federal law, in accordance with the Personnel Policy and Procedure Manual. 2. Eligibility and the procedure will fall in line with what is written in Pasco County's Personnel Policy and Procedure Manual.

ARTICLE 30  
UNION LEAVE ACCOUNT

- 30.1 The Union Leave Account shall be administered in the same manner as in the Rank and File IAFF Bargaining Contract with Pasco County.

ARTICLE 31  
EXCHANGE OF TIME

- 31.1 An employee who wishes to exchange time must complete an EOT request in the department's electronic scheduling system before 20:00 hours the prior regular shift. The Shift Commander must be contacted verbally to approve any EOT request that is submitted after 20:00 hours the prior regular shift. Requests to exchange more than five (5) consecutive shifts, one hundred twenty (120) hours, may be permitted with prior written consent by a Division Chief or a higher rank.
- 31.2 Shift exchanges shall be members of this bargaining unit or with employees who are on the current eligibility list.
- 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 up to 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 the non-exempt Battalion Chiefs in the bargaining unit. Non-exempt employees shall receive one and a half times their normal rate of pay for all hours worked in excess of their normally scheduled workweek unless unplanned or sick leave are taken.
- 32.2 Although Shift Commanders are Exempt and do not receive overtime pursuant to FLSA, Shift Commanders who work an additional shift (defined as a period of four (4) continuous hours or more) may be compensated at straight time for those hours worked; or may request flex time in lieu of paid straight time. Additional hours worked for a period less than 4 hours, MUST be compensated using Flex Time. Employees may not bank more than 120 hours of Flex Time.
- 32.3 Battalion Chiefs, excluding Shift Commanders, who utilize unplanned PTO during the same pay period as an overtime shift will not have those unplanned PTO hours count towards the calculation of overtime; therefore, the overtime shift shall be paid as regular hours. When this occurs, employees may elect to be paid for the unplanned PTO time or may choose not to utilize their unplanned PTO hours since the total hours worked will equal regularly scheduled hours for that pay period, provided, however, that the default payment will be the use of accrued unplanned PTO unless the employee submits the written election before the end of that pay period.

ARTICLE 33  
CALL BACK PAY

- 33.1 Call back pay shall be in accordance with the County's Personnel Policy and Procedure Manual section 4.2 in effect at the time of ratification.
- 33.2 Call back procedure shall be in accordance with the departments Administrative Policy and Procedures Section 705 Call Back and Recall in effect at time of ratification, changes to this policy shall be through the labor management approach.

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, and all other holidays approved by the Board of County Commissioners.
- 34.3 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 for each hour worked on the actual holiday. (07:00 to 24:00 or 24:00 to 07:00).
- 34.4 Employees assigned to a 24 hour shift 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.
- 34.5 All employees assigned to a 24-hour shift shall observe the actual holiday.
- 34.6 All employees assigned to a 40-hour workweek shall observe the holiday schedule as outlined in the Personnel Policy and Procedure Manual and approved by the Board of County Commissioners each year.

ARTICLE 35  
MILEAGE ALLOWANCE

- 35.1 Employees required to use their private automobiles for approved Pasco County business shall be compensated at the County or State rate, whichever is higher, per mile in effect 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:
- a. Meet at least once bi-monthly at established dates and times.
  - b. Make periodic inspections of Fire Rescue 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.
  - c. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations shall be forwarded to the Fire Rescue 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.
  - d. Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting.
  - e. 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.
- 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.

ARTICLE 37  
WELLNESS AND FITNESS PROGRAM

37.1 The Fire/Rescue Department and Union representatives, during the duration of this contract may develop a non-punitive Wellness and Fitness Program giving consideration to the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. This program will include implementation of an annual physical agility test with a remediation component and may also include adaptation of an IAFF Peer Fitness Trainer model.

37.2 Beginning in FY21 and continuing through FY22, all bargaining unit members, will receive an NFPA 1582 compliant firefighter physical, NFPA 1583 fitness evaluation, and the vendor's prevention-based testing program (Ultrasound-aided) physical exam. For all subsequent years, physicals will be provided annually for bargaining unit employees over age 35 and every other year for bargaining unit members under age 35.

Baseline Physical exam-

Vital signs

Lab studies to include:

Urinalysis

CBC

Blood Chemistry – (for Special Operations/hazmat Team members to include Heavy Metals)

Reticulocyte count

Blood lead

Cholinesterase

Carboxyhemoglobin

Vision test

Audiometric test-7 frequencies

Chest X-Ray-PA view w/grade B radiology

Pulmonary Function Test

Stress EKG

Review of occupational and medical history

Physical Examination

37.3 Battalion Chiefs will be given 2 hours of overtime to participate in the physical outlined above while off duty. As Exempt employees, Shift Commanders are encouraged to receive a physical but will not be compensated should they choose to participate.

37.4 No adverse action will be taken by the County against an employee solely based on the results of this physical, unless a life safety issue is found during the course of the physical exam which would necessitate an employee being removed from duty immediately. (as determined by the physician conducting the exam)

37.5 Bargaining Unit members opting to participate will do so voluntarily. Confidentiality shall be maintained, and any results will be subject to review only by the employee and the examining physician.

ARTICLE 38  
DRUG FREE WORKPLACE

- 38.1 The County and the Union agree to follow the provisions of F.S. 440.102. Drug-free workplace program requirements. See Appendix One.
- 38.2 Employees are subject to and when ordered will submit to 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 the County.
- 38.3 Random Drug Testing:
- (a) Each fiscal quarter, the County shall randomly select up to five percent (5%) of employees who will be subject to testing in that fiscal quarter. The quarters run as follows: January- March, April- June, July- September, and October- December.
  - (b) The random selection will be generated by computer program.
  - (c) Each time an employee's name appears on the random list, he or she shall be tested regardless of whether or not he or she has been previously tested.
  - (d) Employees shall not be excused from random drug testing unless they are on approved leave of absence or are out of town on Department business. If the selected employee returns to his or her assigned worksite in time for the test to be rescheduled and completed within the prescribed time period, the authorizing individual shall ensure testing is completed.
  - (e) The test will include Amphetamines (AM), Methamphetamines (ME), Marijuana (TH), Phencyclidine (PC), Cocaine (CO), and Opiates (OP). Alcohol will not be included in random testing.
- 38.4 Reasonable Suspicion and Post- Accident Drug Testing
- (a) The drug(s) identified for testing must be rationally related to the basis for the Reasonable Suspicion testing. It requires a recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Administration shall promptly detail in writing the circumstances which formed the basis of the determination that the reasonable suspicion existed to warrant the testing. A copy must be given to the employee upon request. The original documentation must be kept by the employer for one (1) year and must be kept confidential.
  - (b) Post- Accident Testing will commence at the discretion of the Fire Chief, or designee, if there is a belief that the employee contributed to the accident or there are signs of obvious impairment of the vehicle operator. These determinations must be made at the time of the incident and any drug test ordered must be completed within 48 hours. Administration shall promptly detail in writing the circumstances which formed the basis of the determination that the reasonable suspicion existed to

warrant the testing. A copy must be given to the employee upon request. The original documentation must be kept by the employer for one (1) year and must be kept confidential.

- (c) Tests will include saliva based. Saliva swab tests will include Amphetamines (AM), Methamphetamines (ME), Marijuana (TH), Phencyclidine (PC), Cocaine (CO), Opiates (OP), and Alcohol. Any swab level of alcohol below 0.02% is considered a negative test and no discipline will follow. Any swab level of alcohol above a 0.02% is considered a positive test and will be followed by a confirmation test.
- 38.5 An employee who submits a written request for dependency assistance to the Fire Chief or the Human Resources Director prior to receiving an order to submit to drug or alcohol testing will be placed on unpaid leave. The employee may use accrued Paid Time Off (PTO) to maintain a source of income during the leave period. The employee will have one (1) year from the date of Inactive Status to complete a drug dependency program and show successful completion of the program. The employee will be tested at least once a year for up to two (2) years following the completion as outlined in F.S. 440.102(4)(4). In the event the employee does not complete the approved program within the specified timeframe, the employee will be subject to termination.
- 38.6 In the event the County violates any provision of the Drug Free Workplace Policy (Appendix A) in conducting a drug test, the result of that drug test will not be used as evidence in order to discipline the employee.
- 38.7 When the Random Drug Testing List is generated, a representative from the Union will sign and date the document prior to the administration of the first test. Once all employees are tested for the quarter, the list of employees tested will be verified by the same Union representative who signed the original random list for that quarter. The results will be kept at Headquarters for the time allotted per State law(s).
- 38.8 An employee who has a confirmed positive drug test, as determined by the Medical Review Officer, shall be subject to disciplinary action up to and including termination, at the discretion of the County. The County reserves the right to make a determination as to the level of discipline on a case by case basis. The level of discipline for one employee shall set no precedent with respect to the level of discipline for another individual.

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, 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, following an order from a supervisor, and/or training. An additional 14 days may be requested by the employee and approved by the Fire Chief. This provision may be extended by the County Administrator and the extension cannot be grieved.
- 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 a light duty position for an employee and the provision of light duty for one employee shall not be precedent for the 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 the light duty work is available, the employee will report to the Fire Chief, or designee, on the next working day, defined as Monday through Friday, for assignment of duties within the department. Light duty assignments, will normally consist of a forty (40) hour work-week, or a normal 24 hour shift schedule.
- 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. If necessary employees placed on light duty on a 40 hour work week shall have their pay converted to the 40 hour rate and shall receive their bi-weekly pay at the hourly rate for all hours worked. This 40 hour rate will include the 3 hours of built-in overtime, if applicable, provided that their injury resulted from the performance of their duties at an emergency scene, followed an order from a supervisor, and/or was during training.
- 39.5 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.
- 40.2 If requested by the Union, the Human Resources Director agrees to meet with the Union prior to the Insurance Committee Meeting to discuss changes to the benefits as well as hear suggestions with respect to County benefits.
- 40.3 Employees on the County's Insurance will have the opportunity to utilize the IAFF Center of Excellence for care if approved by the HR director and IAFF Union President. Local 4420 will be responsible for the transportation to the facility.

ARTICLE 41  
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ARTICLE 42  
RETIREE GROUP HEALTH INSURANCE

- 42.1 A member of the bargaining unit retiring from service with the County during the term of this collective bargaining agreement, may elect to continue the County's group health insurance at his or her own expense. Under those circumstances, the County will offset the single insurance premium for a retiree who has at least 25 years of service with Pasco County in return for the employee paying the amount listed in the table below based on years of service with Pasco County. The rates listed below are for the base plan offered by the county. The county paid offset for health insurance benefit is continued only up to the age at which the retiree becomes Medicare Eligible, at which time the employee may continue to elect health insurance pursuant to law, at the full cost of the health care plan.
- 42.2 Former Dade City employees who transferred to Pasco County as part of the merger in October, 2003 may count their time served with Dade City toward the completed years of service with Pasco County for this purpose only and may retire from either the State of Florida or City of Dade City retirement plan to receive this benefit.
- 42.3 Former Zephyrhills employees who transferred to Pasco County as part of the merger in September, 2020 may count their time served with Zephyrhills toward the completed years of service with Pasco County for this purpose only when they retire from the State of Florida retirement plan to receive this benefit.
- 42.4 The County reserves the right to charge retirees an additional premium, for plans that are above the cost of the base health plan offered by the County, not to exceed \$100.00 per month.
- 42.5 Special Risk employees, hired prior to January 1st 2009, who reach age 55, and who have 20 to 25 years of service with Pasco County, will have access to a \$250/month discount.

Retiree Insurance Rates

<u>Completed Years of Service (within 30 days)</u>	<u>Retiree Premium</u>
30 Plus	\$150.00/month
29	\$160.00/month
28	\$170.00/month
27	\$180.00/month
26	\$190.00/month
25	\$200.00/month



ARTICLE 43  
TUITION REIMBURSEMENT

- 43.1 The County agrees to continue its current tuition reimbursement program as outlined in the Personnel Policy and Procedure Manual titled "Pasco County Tuition Reimbursement Program Policy and Procedures."
- 43.2 In addition to the benefits outlined in the Personnel Policy Manual, Members of the bargaining unit may be reimbursed for Master's level classes; at the county's graduate level class rate.
- 43.3 For promotional non-degree classes not scheduled in house within the next 6 months, the employee may take the required class outside the department and received tuition reimbursement, if approved by the Fire Chief and the HR Director, and so long as funding is available within the applicable year's annual budget.
- 43.4 For paramedic class tuition the County will reimburse all tuition costs for the paramedic program regardless of the amount of the annual tuition reimbursement cap, grade scale still in effect except for passing grade classes will be reimbursed 100%.

ARTICLE 44  
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ARTICLE 45

BLANK – R&F EMS Incentive Pay

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ARTICLE 46  
EVALUATIONS

- 46.1 A County and Union committee developed a new evaluation score sheet now being used to measure bargaining unit member performance.
- 46.2 Performance evaluations may not be grieved or appealed however;
1. If an employee asserts that his or her evaluation score was influenced by discriminatory bias on the part of the evaluator, the employee may request review by the Fire Chief. The employee may be accompanied by a union representative. The Fire Chief's disposition of the evaluation will be the County's final administrative review step.
  2. In all cases, the employee may submit a written rebuttal or supplemental statement and that document will be appended to the evaluation and placed in the employee's personnel file.

ARTICLE 47  
BLANK – R&F Promotions

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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 receive compensation for all time worked at a higher classification paid in 15 minute increments.

Battalion Chief working as a Shift Commander = 10% increase in pay  
Battalion Chief working as a Division Level Chief = 5% increase in pay

- 48.2 A 40 hour per week 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 21 calendar days at the higher classification prior to receiving compensation.

ARTICLE 49  
WAGES

**Year One (10/1/20 – 9/30/21)**

Employees received an adjustment to their base rate as well as a step plan adjustment for this fiscal year.

**Year Two (October 1, 2021 – September 30, 2022)**

The 2021/2022 Step Plan (Exhibit A) shall be effective upon ratification by both parties, and all employees shall move into their appropriate step in the new plan the first full pay period after ratification. Unless the ratification date was after their anniversary date, in which case, they will be brought to the FY22 rate upon ratification. Additionally, each employee who is not topped out shall advance one step within their pay plan. This increase shall take place the first full pay period of the month of their anniversary date during FY22.

Straight time holiday hours, previously paid in Article 34, are now included within the annual salary in the pay plan.

**Year Three (October 1, 2022 – September 30, 2023)**

The 2022/2023 Step Plan (Exhibit B) shall be effective the first full pay period of October 2022. Employees shall move into the new plan on its effective date. Additionally, each employee who is not topped out shall advance one step within their pay plan. This increase shall take place the first full pay period of the month of their anniversary date during FY23. In addition to the step increase, the Union may choose to negotiate a (COLA) so long as they notify the County of their intent to open negotiations no later than July 1, 2022. This COLA would be subject to negotiation and would be based upon funding being available within the 2022-2023 annual budget. Employees resulting in a total base pay increase of less than \$1000 for FY23 shall be given a one-time lump sum payment in December of 2022, which is equivalent to the difference of their annual base increase and \$1000.

**ADDITIONAL PAY/PROMOTIONS**

Employees who obtain their Paramedic Certification will be provided with the Paramedic Incentive, pursuant to the pay plan.

Employees who possess a college degree shall receive a monthly degree incentive of \$100 for an Associate's Degree, \$150 for a Bachelor's degree and \$200 for a Master's degree, so long as they provide proof of their degree to the Personnel Chief. Employees may only receive one (1) degree incentive.

**WAGE INCREASES LIMITED TO TERM OF AGREEMENT:**

There are no step movements or other base wage increases except as provided in this Agreement. No employee will receive a step increase or other base wage increase after the final day of this agreement (9/30/23), except increases arising from promotion to a higher rank, unless the increase is negotiated and ratified in a successor agreement or Addendum to this Agreement.



ARTICLE 50  
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ARTICLE 51  
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ARTICLE 52  
PTO/MEDICAL LEAVE HARDSHIP POOL

- 52.1 Participant must be a full-time employee of Pasco County and have a minimum balance of 80 hours of accrued PTO on the books. Participants must wait a minimum of 90 days, following the initial donation, before submitting a request for withdrawal.
- 52.2 Members shall donate 20 hours of PTO to be eligible up to 120 hours of hardship leave. Members may also donate 40 hours of PTO to be eligible up to 240 hours of hardship leave.

52.3 Procedure

A. Participants who experience maternity, paternity, prolonged illness or non-work-related injury and have, or will have exhausted all but 120 hours of their accrued PTO, must submit a written request providing the details of the situation and a current physician's statement of the illness with the estimated time frame of the employee's return to work.

B. A committee consisting of three members, selected at random by the Human Resources Director or designee, will be established within five working days of receipt of the request to examine, verify, and act upon the request.

C. Should an emergency occur requiring an extension of the time originally granted by the ad hoc committee, the employee may petition the same committee members for the extension. The original grant and all extensions may not exceed 240 hours or 120 hours, depending on which tier the employee qualifies for. This is the maximum amount of time available to any employee under this program.

D. Transition Plan

1. Those currently in the medical leave pool at 240 hours will remain in that pool.
2. Employees hired before 1/7/2018 may continue to use Medical Leave, or a combination of PTO and Medical Leave, to buy into the hardship pool at either tier.

IN WITNESS HEREOF, the parties have caused the Agreement to be signed by their duly elected representatives.


**PASCO COUNTY:**



Dan Biles  
County Administrator

Dated: \_\_\_\_\_

**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS:**



Kathryn Starkey  
Chairman of the Board of County Commissioners


Dated: \_\_\_\_\_

APPROVED  
IN SESSION

JAN 11 2022

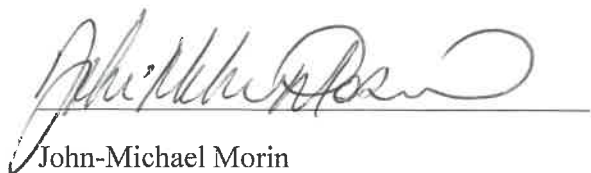
PASCO COUNTY  
BOCC

ATTEST:



Nikko Alvarez-Sowles, Esq, Clerk and Comptroller

**PASCO COUNTY PROFESSIONAL FIREFIGHTER, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 4420**



John-Michael Morin  
President

Dated: 1/24/22

Ratified by the Pasco County BOCC on the 11<sup>th</sup> day of January, 2022.

Ratified by employees in the bargaining unit on the 6<sup>th</sup> day of January, 2022.

## APPENDIX ONE

## 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, established pursuant to s. 397.311(39), that 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 pursuant to s. 397.311(39).
- (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.