

Article 1

RECOGNITION

1.1 The County hereby recognizes the International Association of Firefighters TALLAHASSEE PROFESSIONAL FIREFIGHTERS LOCAL 2339, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

1.2 The bargaining unit for which this recognition is accorded includes full-time personnel in the classifications of Firefighter/EMT, Firefighter/Paramedic, EMT and Paramedic, employed with the Wakulla County Fire Rescue Department (the "Department"), and specifically excludes all other employees in all other classifications of the Department not specifically included in this Article, professional employees, managerial employees, and confidential employees.

Article 2

NO STRIKE

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion in addition to all penalties afforded the County pursuant to Section 447.507, Florida Statutes. Review of actions taken by the parties shall be as provided in Florida Statutes, Section 447.507

Article 3

NO DISCRIMINATION, HARASSMENT OR RETALIATION

3.1 The County agrees to continue to abide by its policies of equal employment, prohibiting discrimination, harassment and retaliation as set forth in the County's Personnel Policy and Procedures Manual, as amended, and to comply with any other similar laws, rules or regulations. The Union agrees to support all of these County policies, and all other similar laws, rules, or regulations.

3.2 The Union agrees that it will not discriminate against any employee on the basis of race, color, gender, sexual orientation, gender identity, age, disability, marital status, veteran status, genetic information, religion, national origin or any other characteristic protected by law and shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and shall not

discriminate against any such employees because of membership or non-membership in any employee organization.

3.3 All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include all employees.

3.4 The Union and the County agree to not tolerate any form of retaliation directed against an employee or other person who complains in good faith about discrimination or harassment, reports suspected misconduct, fraud, or abuse as defined in Sections 112.3187 to 112.31895, Florida Statutes, or who participates in any investigation concerning discrimination, harassment or suspected misconduct, fraud, or abuse.

Article 4

MANAGEMENT RIGHTS

4.1 The Union agrees that the County has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers or authority which the County has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the County. The rights of the County, through its management officials, shall include but shall not be limited to, the right to determine the organization of County government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the County; to set standards for services to be offered to the public; to direct the employees of the County, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the County; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program, provided however, that the exercise of the foregoing rights by the County will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provisions of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance provision.

4.2 The County has the sole authority to determine the purpose and mission of the County, to prepare and submit budgets to be adopted by the County Commission, and to expend monies appropriated by the Commission as it shall deem desirable.

4.3 Those inherent managerial functions, prerogatives and policy-making rights which the County has not expressly modified or restricted by a specific provision of this

Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

4.4 If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Article 5

RESIDENCY REQUIREMENTS

There are no residency requirements for bargaining unit members.

Article 6

PROBATIONARY PERIOD

6.1 Duration The probationary period of each newly-hired employee in the bargaining unit shall be six months of continuous service as a certified firefighter in the Wakulla County Fire Rescue Department following the date of hire

6.2 Extension The Fire Chief may extend an employee's probationary period for up to six (6) months. No extension shall be allowed which would make the probation longer than twelve (12) months.

Article 7

HOURS OF DUTY AND OVERTIME

7.1 Duty Time

The normal duty schedule for operations personnel is 48 hours on, 96 hours off.

7.2 Shift Exchange

(1) Employees shall have the right to exchange shifts of similar positions when the change does not interfere with the operation of the Department.

(2) Requests to exchange shifts shall be submitted through scheduling software at least the shift prior to the exchange.

(3) An employee agreeing to the exchange is responsible for working the shift. Consistent with Department staffing, a member will not be scheduled to work in excess of 72 consecutive hours unless approved by a Battalion Chief or higher-level officer. Annual leave shall be granted for employees (assigned) with preapproved Exchange of Time (EOT) when the scheduled person cannot fulfill their obligation due to death, dismissal or administrative action for up to two (2) consecutive shifts.

7.3 Overtime

All required work in excess of the normal duty cycle shall be overtime. No overtime will be earned by any employee unless and until that employee has physically worked a minimum of 53 hours. All overtime work must be authorized by a supervisor, and an employee who performs any unauthorized overtime work is subject to discipline. Any paid or unpaid leave time does not count as time worked for the purpose of computing overtime except as described in 7.3(1) below.

(1) In the event that work is required in excess of 53 hours, employees shall be paid time and one-half their appropriate rate of pay.

(2) In the event an employee is scheduled to attend an off-duty function approved by his supervisor, he shall be paid not less than two hours, plus one hour of travel time, or for all time worked in excess of 3 hours, at time and one half his regular rate of pay provided the employee (1) has physically worked the minimum 53 hours; and (2) has not taken paid or unpaid leave during the normal duty cycle.

(3) An employee who has physically worked the minimum 53 hours, and is required to attend off-duty training sessions for more than one day in lieu of regular duty will be paid overtime for all time in the training class and for travel time to and from the training class (by least time-consuming method) which exceeds their normal duty time, in accordance with (1) above.

Article 8

LEAVE

8.1 Except as stated below, bargaining unit employees shall be entitled to, accrue, use, retain, and be compensated for all forms of leave in the same manner as non-unionized County employees, and as provided for in the County's Personnel Policy and Procedures Manual, as amended.

8.2 Sick leave credit

1) A bargaining unit employee may earn 12 hours of annual leave if the employee uses no sick leave from January 1 through June 30 of the same calendar year, said additional annual leave to be credited effective July 1 of that calendar year.

2) A bargaining unit employee may earn 12 hours of annual leave if the employee uses no sick leave from July 1 through December 30 of the same calendar year, said additional annual leave to be credited effective January 1 of the following calendar year.

Article 9

HOLIDAYS

9.1 A holiday is considered, for purposes of this Article, as beginning at the start of a regular shift on the holiday.

9.2 "Holiday pay" for purposes of this Article shall mean compensation at the employee's regular hourly rate of pay, and is in addition to any regular compensation due

the employee. Bargaining unit employees shall be entitled to holiday pay if they work the actual holiday, which may not necessarily be that designated under paragraph 9.4 below. (Example: if Christmas Day falls on a Sunday, only bargaining members who work Christmas Day will receive holiday pay, even though the holiday designated under paragraph 9.4 below would be Monday, December 26. Bargaining unit employees who work on December 26 would not receive holiday pay)

9.3 Each member of the bargaining unit shall be paid, for each holiday designated by the County Administrator, as follows:

- A member not working shall receive 8 hours straight time;
- A member who works less than or equal to 8 hours shall receive 8 hours of holiday pay;
- A member who works more than 8 hours shall receive an hour for hour match up to the 24 hour shift (e.g., if an employee works 11 hours, he/she receives 11 hours of holiday pay).

9.4 The County agrees to offer the same number of holidays to members of the bargaining unit as it offers to all County employees. Holidays shall be designated by the Board of County Commissioners or the County Administrator.

Article 10

MEDICAL EXAMINATION

10.1 It is understood that the County retains the right to require employees to be in good physical condition so that they are able to perform the normal duties of and continue working as a firefighter, paramedic, and/or EMT.

10.2 Each employee shall be required to submit to an annual physical examination, given by a health service provider or physician selected and paid by the County, within a timeframe set by the County. Such examination shall be conducted on the employee's off-duty time, and shall be compensated in accordance with Article 7.3.

10.3 The annual physical examination will include components consistent with the employee's assigned job functions, as directed by the County, and shall include a nicotine test.

10.4 The results of such examination will be sent to the employee's personal physician and the Human Resources Director.

Article 11

SAFETY AND HEALTH

11.1 Restraint Systems

All employees are required to utilize seat belts or occupant restraint system provided when driving or riding as a passenger in County vehicles or in a personal vehicle on County business, except in cases of operational necessity. Violations of this provision will result in disciplinary action.

11.2 Application of Federal and State Standards

The parties agree to abide by published standards on sanitation, safety, and health in accordance with applicable Federal and State statutes or county ordinances. Protective devices, wearing apparel, and other equipment necessary to properly protect the Bargaining Unit Members shall be provided by the County, and shall meet or exceed the level of protection currently provided to the personnel.

11.3 Alcohol and Drug Testing

In the interest of public and employee safety, and the professional image of the County, the County has adopted a zero tolerance policy with regard to the on or off duty use of any illegal controlled substance, and the on or off duty illegal possession, dispensing and selling of any controlled substance. This means that an employee will be terminated from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing or selling any controlled substances while on or off duty.

In an effort to identify and eliminate on or off duty controlled substance/alcohol abuse, urinalysis/blood tests or breathalyzer tests shall be administered as provided in this Article. This testing shall be conducted in such a manner so as to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), and the Department of Transportation (DOT). Such rules and procedures shall be implemented with due consideration for the protection, dignity, privacy, and confidentiality of the individual employee throughout the testing process.

Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from County employment.

Refusal to submit to testing can include an inability to provide a urine specimen, blood sample, or breath sample without a legitimate medical explanation, as well as a verbal declaration of refusal, obstructive behavior, failing to show up for a required test, failing to proceed immediately to the testing facility, or any other action or inaction that prevents the test from being administered.

11.4 Reasonable Suspicion Testing

Urinalysis/blood tests and/or breathalyzer tests shall be administered:

- (1) when a supervisor has a reasonable suspicion based upon objective factors resulting in a reasonable and articulated belief that the employee is using, under the

influence of, or impaired by alcohol or a controlled substance on the basis of specific physical, behavioral, or performance indicators suggesting such use. Conditions which may constitute reasonable suspicion include, but are not limited to:

- (a) slurred speech
- (b) odor of alcohol
- (c) inability to walk a straight line/staggered gait
- (d) exaggerated, excited state of emotions
- (e) bizarre or erratic behavior
- (f) rapid, dramatic mood swings
- (g) a report of drug use provided by a reliable and credible source which has been independently corroborated
- (h) observation of the ingestion or possession of alcohol or an illegal controlled substance as defined in Chapters 877 and 893, Florida Statutes, during working hours, or while on County property, or while operating a County vehicle off-duty
- (i) possession of paraphernalia normally associated with improper, unauthorized, or illegal use of controlled substances

(2) when a supervisor has a reasonable suspicion based upon objective and articulated factors that the employee while on or off duty has possession of or is using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician.

(3) when a supervisor has a reasonable suspicion that the employee is under the influence of alcohol on duty or while covered for portal to portal pay for workers' compensation.

(4) following an occupational accident or traffic crash involving a County employee on County business, or an off-duty employee operating a County vehicle, when it has been determined by the law enforcement officer investigating the traffic crash, or the supervisor investigating an occupational accident, that an employee's actions either contributed to the cause of the accident or crash or cannot be completely discounted as a contributing factor to the accident.

11.5 Random Testing

At various times, the County shall randomly select bargaining unit members for unannounced alcohol and drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process, and may be tested more than once, depending on the frequency that he is randomly selected.

The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not more than 50% of the total number of bargaining unit members subject to testing.

The random testing shall only occur while the employee is on duty.

11.6 Drug Test Panels/Positive Drug Tests

For drug testing, the drugs that will be tested for include, but may not be limited to: marijuana, cocaine, opiates, amphetamines and phencyclidine. Other controlled substances may be tested for if there is reasonable suspicion that an employee may be illegally using or abusing a controlled substance not currently part of the specified test panel.

(1) Initial Test

An initial drug screen method will be conducted on each specimen.

(2) Confirmatory test

For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) prior to transmittal to the County. This review consists of a confidential interview with the employee to determine if there is an alternative medical explanation for the drug(s) found in the employee's specimen. If the employee provides appropriate documentation that the presence of the prohibited drug(s) is due to the legal and prescribed use of the prohibited drug(s), the drug test result is reported as negative to the County and no further action is required.

In compliance with the County's zero tolerance policy, upon confirmation of a positive test result for an illegal controlled substance (e.g., marijuana, cocaine, heroin, etc.), the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from County employment.

Upon confirmation of a positive test result for the illegal use or abuse of a controlled substance (e.g., prescription drugs), the employee shall immediately be removed from duty, placed on leave without pay status, and the subject to disciplinary action up to and including termination from County employment.

Employees who test positive for a controlled substance have a right to have their original samples retested at their own expense. If a retest is desired, the employee must submit a written request for a retest to the County's Medical Review Officer (MRO) within 72 hours of the time the employee is notified by the MRO of the positive result.

The employee may request any laboratory to perform the retest as long as the testing laboratory is certified by the U.S. Department of Health and Human Services (DHHS) under the U.S. Department of Transportation (DOT) procedures. The MRO will verify that the testing laboratory is so certified. If the second test is negative, the employee will be reimbursed for the cost of the test, and any disciplinary action which was taken solely on the basis of the positive drug test will be rescinded. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secured, long term frozen storage for at least 365 days, as required by federal procedure.

11.7 Positive Alcohol Tests

Alcohol testing by blood sample and/or breath sample will be conducted in a manner to assure a high degree of accuracy and reliability utilizing a trained technician. The test, expressed as a percentage, will measure the blood alcohol content (BAC) as defined in terms of grams of alcohol per 210 liters of breath.

The following are thresholds for alcohol testing along with the minimum mandatory employment action to be taken:

(1) **BAC Level .002%-.019%**

Employees testing at this level shall be prohibited from driving motor vehicles on County business, or operating hazardous equipment or machinery, until such time as a return-to-duty breath alcohol test confirms a BAC level of .000%.

(2) **BAC Level .020%-.039%**

This is considered a low level test result. Employees testing at this level shall be prohibited from driving motor vehicles on County business, or operating hazardous equipment or machinery, or performing safety sensitive functions until such time as a return-to-duty breath alcohol test confirms a BAC level of 0.00%.

At the discretion of the Department, in consideration of the critical nature of the job being performed, the totality of circumstances involved, or the inability of the Department to accommodate job task restrictions for any period of time, further action, including removal from duty for the remainder of the shift, or disciplinary action, may be taken.

Employees working in safety sensitive positions shall be removed from driving and the performance of safety sensitive functions for 24 hours, and allowed to return to work only after release by an EAP counselor and a return-to-duty breath alcohol test confirms a BAC level of .000%.

(3) **BAC Level .040% and higher**

This is considered a positive test result. In compliance with the County's zero tolerance policy, upon confirmation of a positive test result for the presence of alcohol at a BAC of .04% or higher, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from County employment.

11.8 Employee Assistance Program (EAP)

An employee who voluntarily acknowledges a problem with drug or alcohol use or abuse to the Department, and:

- (1) who is not under administrative or criminal investigation or arrest for an alcohol or drug related matter,
- (2) who has not been notified by the Department to comply with a legitimate order for testing pursuant to this policy, and
- (3) who has not tested positive for alcohol or a controlled substance during his employment with the County,

will be immediately removed from the safety sensitive functions, and referred to the Substance Abuse Professional (SAP) for the purpose of determining the need to impose duty restrictions and rehabilitation plan.

Under the qualifying criteria above, an employee testing positive for alcohol or drugs pursuant to the fitness for duty test after voluntarily submitting himself or herself for rehabilitation and testing shall not be disciplined. If an employee tested positive on the fitness for duty test, the employee shall be required to produce a negative test result on a return-to-duty test prior to returning to safety sensitive functions.

However, the employee shall be terminated from County employment for any subsequent positive test results, and shall be subject to disciplinary action up to and including termination for other violations of rules, policies and procedures unrelated to the positive fitness for duty test resulting from the voluntary rehabilitation.

All employees also have the option of reporting substance abuse problems directly to the SAP, absent involvement or knowledge by County staff.

It is the employee's responsibility through consultation with the SAP to take all appropriate measures to ensure abstinence from usage of alcohol and drugs. Any positive test for alcohol or for an illegal controlled substance or subsequent admission to using illegal controlled substances will result in termination from employment with the County, with no right of appeal and an ineligibility for rehire with the County for a period of one year from the date of termination.

11.9 Legal Drug Use/Potential Impairment

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, an employee should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications, an employee should seek medical advice, as appropriate, and shall notify his supervisor of any impairment which he or she may be experiencing, before performing work-related duties.

When taking prescription medications, an employee must seek specific advice from his physician that the prescription will not impair his or her mental functioning, motor skills, judgment, or ability to perform essential job functions. Before performing work-related duties, an employee shall notify his supervisor, or a designated supervisor within the Department, of any actual or potential adverse effects which are occurring or which the employee has been advised may occur.

Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible, or requiring the employee to take leave consistent with County policy.

11.10 No Tobacco

All State-certified Firefighters are prohibited from smoking tobacco or using tobacco products on or off duty. Violation of said policy shall subject the employee to disciplinary action up to and including termination.

Article 12

GROUP HEALTH INSURANCE

The County agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial County employees. The County will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance for non-unionized, non-managerial County employees.

Article 13

WORKERS COMPENSATION

13.1 Workers Compensation Benefits

Unless specifically excepted below or through a provision of Florida Statutes, a bargaining unit employees rights, eligibility, obligations, and receipt of workers' compensation benefits in accordance with Chapter 440, Florida Statutes, including the accrual of other benefits offered by the County, such as sick or personal leave, shall be the same as non-unionized County employees, and as provided for in the County's Personnel Policy and Procedures Manual, as amended.

13.2 Disputes

All disputes regarding Workers' Compensation matters shall be handled exclusively through mechanisms provided under Chapter 440, Florida Statutes, and this Article shall not be subject to any grievance procedure in this Agreement.

Article 14

SALARIES

14.1 Effective from the first day of the first pay period of FY18 through the last day of the last pay period for FY20, bargaining unit members shall be paid on a biweekly basis, via direct deposit, in accordance with this Article.

14.2 Salary Increases or Adjustments

1) Effective on the first day of the next biweekly pay period following the approval of this Agreement by an affirmative vote of the Board of County Commissioners, all bargaining unit members shall receive an across the board salary increase of three percent (3%), which shall be added to the base rate of pay, and will receive retroactive pay based on applying the three percent (3%) to the base rate of pay for six (6) pay periods from the date of approval.

2) Effective on the first day of the first biweekly pay period of the following the fiscal year in which approval of this Agreement is achieved, as referenced in paragraph 1) above, all bargaining unit members shall receive an across the board salary increase of three percent (3%), which shall be added to the base rate of pay.

3) Subject to the availability of adequate funds, which shall be determined by an affirmative vote by the Board of County Commissioners approving salary increases for all County employees, effective on the first day of the first biweekly pay period of the fiscal year following that referenced in 2) above, all bargaining unit members shall receive an across the board salary increase in the amount or by the percentage determined by the affirmative vote of the Board of County Commissioners which shall be added to the base rate of pay.

14.3 Salary Supplements

All members of the bargaining unit who qualify shall receive the educational salary supplements provided for in Florida Statutes, Section 633.422. No contributions shall be required and no benefits shall be paid under the provisions of the County retirement system with regard to any compensation paid under the provisions of this section.

Article 15

EDUCATIONAL ASSISTANCE

Bargaining unit members will be eligible for and receive educational attainment compensation and/or tuition reimbursement in the same manner as other non-unionized County employees, and as provided for in the County's Personnel Policy and Procedures Manual, as amended.

Article 16

OTHER BENEFITS

16.1 Kitchen Facilities

The County will provide a kitchen at each fire station which will be equipped with at least one sink, stove, and refrigerator, together with basic cooking utensils, dishes and glassware, and an eating space with a table and chairs.

16.2 Uniforms and Equipment

Each employee will be provided an allowance of \$250 each year to buy Department-related gear from one or more vendors approved by the County.

16.3 Dormitory Facilities

The County will provide beds and lockers in the dormitory space in each fire station.

16.4 Television Service

The County will furnish a television with cable or satellite service, where available. The County will provide maintenance and repair service on these appliances at no cost to the employees.

16.5 Parking

Free parking at or near each fire station will be provided to employees.

16.6 Telephones

A telephone will be available at each fire station for local use by the employees at no cost.

16.7 Dayroom Furnishings

The County will provide furniture in the dayroom space in each fire station.

16.8 Use of Personal Cars

Employees in the bargaining unit will be paid a mileage rate to conform to the Internal Revenue Service Regulations for the use of their personal vehicles if such use is required while on duty and approved in advance by their supervisor.

Article 17

PERSONNEL REDUCTION

17.1 In the event that the County determines, in its sole discretion, that a reduction in workforce is necessary, the County will ameliorate the impact of such action in the following manner.

17.2 In the event of a layoff, the most junior member of the bargaining unit shall be laid off first. Two (2) weeks' notice or pay in lieu thereof shall be given to each member of the bargaining unit to be laid off.

17.3 An employee who is laid off shall be considered to be terminated and shall be paid for all earned and unused leave consistent with County policy. The laid off employee shall be eligible for continuation of group health insurance coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

17.4 An employee shall be recalled in reverse order of lay off with the last person laid off being returned to work first. If the employee is unable to return to work when recalled because of physical or mental disability, the employee shall be temporarily bypassed. An

employee who has been recalled after having been on layoff for more than twelve months will be subject to a drug screen, driver's license history, criminal history and physical examination prior to his effective date of reinstatement. An employee recalled within 24 months following layoff shall be deemed to be reinstated. The Department may require that the recalled employee attend an orientation program.

Article 18

PERFORMANCE EVALUATIONS

The manner in which the County evaluates the performance of bargaining unit employees, and the rights of those employees to add or attach any comments shall be the same as non-unionized County employees, and as provided for in the County's Personnel Policy and Procedures Manual, as amended.

Article 19

PERSONNEL FILES

There shall be only one official personnel file for each employee, which shall be maintained in the County's Human Resources Department.

Article 20

DISCIPLINE

20.1 It is agreed that the County has the right to discipline or discharge employees for just cause. Disciplinary matters shall be subject to the grievance procedure, as set forth in that Article.

20.2 The County reserves the right to conduct internal investigations to determine the facts in any case of alleged work-related misconduct, but agrees to carefully guard and protect the rights and dignity of accused personnel. It is expected that all fire service personnel will give truthful and complete statements, to the best of their ability, in all such investigations, and the failure to do so will result in discipline up to and including termination.

20.3 It is understood by the parties that employees are subject to all applicable Rules and Regulations of the County and the Department.

Article 21

GRIEVANCE PROCESS AND PROCEDURE

21.1 In a mutual effort to provide harmonious working relationships between the parties of this agreement, it is agreed to and understood by both parties, that there shall be a

procedure for the resolution of grievances involving the application or interpretation of this Agreement.

21.2 Representation

An employee may request Union representation for any disciplinary matter. Where Union representation is requested by an employee in the Union, the Union shall have the right to designate the representative who will represent the employee.

21.3 Procedure

Grievances shall be processed in accordance with the following procedure:

STEP 1.

The aggrieved employee shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Chief within ten (10) working days of the occurrence of the event which gave rise to the grievance or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

The Chief or his designee shall meet with the employee and any representative, if applicable, within ten (10) working days of receipt of the written grievance form. The Chief shall respond to the grievance in writing within five (5) working days of the meeting.

This shall be the final step for any disciplinary action which involves a counseling, oral reprimand, or written reprimand. Only a disciplinary action involving a suspension or termination may proceed beyond Step 2.

STEP 2

If the grievance has not been satisfactorily resolved in Step 2, and the aggrieved employee wishes to appeal the decision, the employee may present a written appeal to the County Administrator within five (5) working days from the receipt of the Chief's written response. The County Administrator or his designee shall meet with the employee and any representative, if applicable, within ten (10) working days. The County Administrator shall respond in writing within five (5) working days from the date of the meeting.

ARBITRATION

If the grievance is not resolved in accordance with the foregoing procedure, the employee or the Union, if applicable, may request the grievance be submitted to arbitration by delivering written notice of such to the Human Resources Director no later than ten (10) calendar days from the date when the County Administrator's response is due in Step 2. If the grievance is not received by the Human Resources Director within said ten (10) calendar days, the County's response/decision in Step 2 shall be final and binding.

Within fifteen (15) calendar days after receipt of the written notice to submit the grievance to arbitration, the employee or the Union, if applicable, shall complete a "Request for Arbitration Panel" form and submit it to the Human Resources Director who shall sign and submit it to the Federal Mediation and Conciliation Service (FMCS), the sole function of that body being to furnish a panel of five (5) impartial arbitrators particularly skilled in matters involving local government employee relations. Unless the parties can mutually agree on a concise description of the issue, only a grievance number shall be placed in the space provided on the panel request form. If the employee or the Union, if applicable, fail to submit a "Request for Arbitration Panel" form the County within said fifteen (15) calendar days, the County's response/decision in Step 2 shall be final and binding.

Both the County and the employee shall have the right to strike two (2) names from the panel of impartial arbitrators furnished by the FMCS. Within five (5) working days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin toss shall determine who shall cross out first.

Where there is a threshold issue regarding arbitrability, the Request for Arbitration form shall be accompanied by a special request to the FMCS for a panel of only three impartial arbitrators who would be available for an expedited arbitration hearing on only the arbitrability issue. Another arbitrator from the panel of five (5) impartial arbitrators shall be selected to hear the case on its merits. The hearing on the arbitrability issue shall be limited to not more than one (1) day, and the arbitrator shall be required to make a bench decision on the issue before the hearing is closed. The party losing the arbitrability issue shall pay the fee and expenses of the expedited arbitration.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the American Arbitration Association.

The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement, and he shall not make any decision:

- (1) contrary to, or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
- (2) limiting or interfering in any way with the powers, duties and responsibilities of the County under applicable law, the County Charter, ordinances, and rules and regulations having the force and effect of law.

The arbitrator may not issue declaratory or advisory opinions, and shall be confined exclusively to the question which is presented to him, which question must be actual and existing.

It is contemplated that the County and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the parties fail to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance presented in Step 2 of the grievance procedure.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the County, the Union, and the employees in the bargaining unit. In reaching his decision in all cases, the arbitrator shall utilize a preponderance of the evidence standard of proof.

The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise, shall accrue against the County, or the Union in cases arising under this Arbitration paragraph of this Article, prior to the date of the event which gave rise to the grievance. With respect to grievances involving transfer, suspension or termination, the arbitrator shall have no authority to change, reduce or modify the County's action unless the arbitrator finds the County's action to be arbitrary and capricious and without any basis in fact.

Each party shall bear the expense of its own witness and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcripts of the arbitration hearing shall bear the cost of the same.

21.4 Time Limits

Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure, if applicable.

Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

21.5 General Provisions

There shall be no reprisals against any of the participants in the procedures contained here by reason of such participation.

If a grievance meeting is held during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final disposition of the grievance.

Article 22

DEDUCTIONS

22.1 Deductions

During the term of this Agreement, the County agrees that it will deduct during each pay period Union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing to the County's Human Resources Department, from the pay of those employees in the bargaining unit who individually make such request on the written checkoff authorization form referenced in this Article. Such deduction will be made by the County beginning with the pay for the first full pay period following receipt of the authorization by the County. The Union shall advise the County of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.

This Article applies only to the deduction of membership dues and uniform assessments. Under no circumstances will the County collect or deduct from any employee any Union fines, penalties, or special assessments.

22.2 Remittance

Deductions of dues and uniform assessments, if any, shall be remitted by the County to the Union treasurer within ten (10) working days after each pay period, at no cost to the Union.

22.3 Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, County health insurance and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

22.4 Termination of Deduction

The County will cease making the deductions called for in this Article if any one of the following occurs:

- (1) The County receives written notice by the affected employee of the intent to terminate the deduction. Said written notice must be signed by the affected employee and delivered to the Human Resources Department, which has the authority to verify the employee's signature;
- (2) The affected employee separates from employment with the County; or

(3) The affected employee is no longer in the bargaining unit.

The Union shall be provided a copy of any written notice to terminate the deduction.

22.5 Indemnification

The Union shall indemnify, defend and hold the County, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs including attorneys' fees arising from any action taken or not taken by the County, its officials, agents and employees, in complying with the provisions of this Article. The Union shall promptly refund to the County any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the County agreed to deduct.

22.6 Dues Checkoff Authorization Form

The form used by employees who wish to initiate dues deduction is attached to this Agreement as Appendix A.

Article 23

BULLETIN BOARDS

The County agrees to furnish wall space not to exceed 24" x 36" for a Union-purchased bulletin board in each fire station, plus space for one additional bulletin board in the Fire Rescue Department Training Classroom.

Article 24

NEGOTIATIONS

The Union agrees that all collective bargaining is to be conducted at the County Administrator's level in the Wakulla County BOCC with County representatives designated for that purpose by the County Administrator, as chief executive officer. There shall be no negotiation by the Union at any other level of County government.

One member of the bargaining unit who has been designated as a Union bargaining representative may attend a negotiation session while on duty with no loss of pay if that session cannot be scheduled during off-duty hours of any member of the bargaining unit designated Union bargaining representative.

Article 25

UNION ACTIVITIES

25.1 Bargaining Unit members shall be permitted to conduct business while on duty, for functions that benefit the County and Fire Rescue Department personnel upon the mutual approval of the Union District Vice President and the Fire Chief, or their designees.

25.2 Orientation Day Briefing

The Union will be granted one hour of time with new employees covered by this agreement to explain jointly with a management officer the provisions of the Agreement and the functions of the Union.

The President of the Union or a local bargaining unit designee will be notified by the Chief's office as to the scheduling of new firefighter orientation sessions.

Article 26

INDEMNIFICATION

26.1 The County will provide to employees covered by this Agreement indemnity for and the benefit of a legal defense in accordance with Section 768.28(9), Florida Statutes. No employee of the County shall be personally liable in tort for any injuries or damages suffered as a result of any act, event, or omission of action, in the scope of his employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

26.2 The County's obligation under this Article is contingent upon prompt notification and full cooperation with the County Attorney. An employee served with a complaint or otherwise formally advised that he is a party to a suit or proceeding shall notify the County Attorney within the next work day, regardless of whether the employee is scheduled to work.

Article 27

PREVAILING RIGHTS

All terms and conditions of employment enjoyed by employees of the Department at the time of ratification of this Agreement, which are not provided for or referenced in this Agreement, shall be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

Article 28

ENTIRE AGREEMENT

28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The

understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

28.2 The County and the Union, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, but may, upon mutual agreement of both the County and the Union, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time they negotiated this Agreement. Moreover, it is expressly agreed that the County shall not be obligated to bargain over the effect on employees of its exercising any of its rights, whether such be in the nature of retained rights or expressly provided for in this Agreement.

28.3 This Agreement shall be effective upon ratification by the membership of Local No. 2339 and the County Commission and shall remain in full force and effect up to and including September 30, 2020.

28.4 Should either party desire to terminate, change or modify this Agreement or any portion thereof, that party shall notify the other party in writing on or before March 1, 2020. Such notification shall include the Titles and Sections of the Articles the party wishes to renegotiate. All Articles not included in the notification will remain in full force and effect from year to year thereafter.

28.5 Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.

28.6 This Agreement shall remain in full force and effect during the period of negotiation, and may be extended for any period of time by the parties' mutual agreement in writing, or during any impasse reached in negotiating a successor agreement.

Article 29

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.