

ARTICLE 23
MISCELLANEOUS

Section 1: Union Pins

All members of the bargaining unit may wear the IAFF pin on their uniforms.

Section 2: Court Time

Any employee whose appearance is required in Court as the result of a matter arising out of the course of their employment, shall receive a minimum of two (2) hours pay if such attendance is during the employee's off duty hours. This provision shall also apply when the employee is under subpoena to appear at the State's Attorney's office, Public Defenders office or at a private attorney's office in a case arising from the employee's course of employment. This provision shall not apply when an employee or the Union has brought action against the Employer or an Official of the Employer.

Section 3: Mileage Reimbursement

Excluding travel to and from the employee's assigned duty station and off duty destination, the Employer agrees to pay an employee at the rate of Florida Statute 112.061 for all travel required by the Employer in the employee's personal vehicle. The sum shall be payable by September 30th of each year. In the event that the employee is transported in the Employer's vehicle, the Employer shall provide transportation back to the employee's duty station prior to the end of the employee's shift, if requested by the employee.

Mileages are as follows:

Station 57 – Station 56 = 2.0; Station 56 – Station 58 = 5.6; Station 58 – Station 57 = 4.6

Section 4: Safety Committee

- A. The Employer and the Union shall implement a Safety Committee, comprised of a minimum of two (2) Union representatives and two (2) Management representatives.
- B. This committee shall meet as necessary, but shall meet at least twice a year.
- C. This committee shall review equipment and occupational issues pertinent to

the safety of the employee.

- D. This committee shall make such recommendations as necessary to the Fire Chief in regards to safety.

Section 5: Pension Plan

The Employer agrees to continue the East Lake Tarpon Special Fire Control District's Firefighters' Chapter 175 Pension Plan.

Section 6: Insurance Plan

- A. For FY 2016-2017 the Employer agrees to continue to pay 100% of the cost of health insurance premiums of the employee and their family (Spouse and children) for a plan adopted by the Employer. The plan will have a deductible period the same as the renewal period.
- B. For FY 2016-2017 the Employer agrees to fund the HSA account for each employee (single or family) and to provide a High Deductible Health Care Policy (Family deductible of \$4000, and single deductible of \$2000) with premiums for both the employee and their family (Spouse and children) paid by the Employer. The HSA's are to be funded by the employer at \$4000 for family and \$2000 for single.
- C. Beginning with FY 2017-2018, the Employer will continue the HSA (Health Savings Account) High Deductible Health Insurance Plans as stated in paragraph A with no change in deductible amounts and the premiums for both the employee and their family (Spouse and children) paid by the employer. The individual HSA accounts will be funded by the employer at \$3000 for family coverage and \$1500 for single coverage.
- D. Beginning with FY 2018-2019, the Employer will continue the HSA (Health Savings Account) High Deductible Health Insurance Plans as stated in paragraph A with no change in deductible amounts and the premiums for both the employee and their family (Spouse and children) paid by the employer. The individual HSA accounts will be funded by the employer at \$3000 for family coverage and \$1500 for single coverage.
- E. The parties agree to have a standing committee for the evaluation of and to

make recommendations to the Board of Commissioners concerning health care insurance.

1. The Committee will be composed of an equal number of members from management and the union. Each side shall select their representatives to this committee.
 2. The committee shall be charged with reviewing any bids concerning healthcare and to recommend plan changes and or alternative options to the Board of Commissioners of the District.
- F.** The parties agree that this section may be re-opened by either party should the insurance coverage designated in paragraph A be changed or unavailable to the District.

Section 7: Personal Property Damage

- A. Employee personal property that is lost, damaged or destroyed in the line of duty, except through employee negligence shall be replaced or repaired at the Employer's expense subject to the following restrictions:
- B. The maximum reimbursement for such items shall be according to the following schedule but shall not exceed the cost of replacing or repairing the item with one of equal quality: Prescription eyeglasses, contact lenses, hearing aids, watches will be reimbursed by the Employer after any insurance reimbursement, if applicable, is made, up to one time per year.
- C. Requests for reimbursement for the loss of or damage to said personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost or as soon thereafter as possible.
- D. Any personal property supplied by the employee shall not be subject to this section if the Employer provides similar property.

Section 8: Indemnification

The Employer shall provide defense in all suits against employees covered by this Agreement and protect said employees from any liability, as long as they are acting within the scope of their employment, in the absence of gross negligence.

Section 9: Uniforms

The Employer shall continue to provide the protective clothing and devices currently supplied to employees, without cost to the employee.

- A. An annual uniform allotment of \$400 will be credited to each employee. All purchases must be authorized by the Employer prior to purchase and through an Employer-approved vendor.
- B. A list of all items available for purchase using the \$400 allotment will be initially agreed to by both parties and updated as necessary.

At the conclusion of this Agreement, the items which are added or changed will then be part of the regular uniform allowance and the members may purchase them from their regular allowance.

- C. Employees must submit uniform request forms to the Employer prior to September 15th in order for the items to be purchased during the current Fiscal Year. Item(s) submitted after September 15th will be charged to the next Fiscal Year.
- D. The Employer shall furnish and maintain a list of approved uniform items which may be purchased and a list of approved vendors for those items.
- E. Should the Employer wish to add or change an item on the uniform list, the Employer and the Union shall meet and discuss the change. The Employer shall supply any new item to affected employees as it would an initial issue upon approval.
- F. Upgraded Items: The Employer shall provide a list of upgraded items available.
 - 1. The cost of any such item purchased as an upgrade shall be calculated from the cost of what the Employer would currently pay for the regular item price and the difference for the upgrade. The employee making the request shall be financially responsible for the difference to be paid to the employer upon receiving the item.
 - 2. Any item purchased as an upgrade the regular cost of the item shall be

prorated for a period not to exceed (5) five years.

3. If an employee discontinues employment within the proration period:
 - a. The employee may retain the item by paying the remainder of the prorated period of the regular cost purchase price determined before the upgrade to the employer.
 - b. The employee may choose not to pay the remainder of the proration and relinquish the item back to the Employer.
 - c. After the proration period has expired it will be the employee's choice to retain or relinquish the item to the Employer upon discontinued employment.
- H. The Union and the Employer agree to develop a list of initial issue for new employees which provide the basic required items for all new hires.
 1. All new hires will be issued the complete set of uniforms and equipment during the first year and a new hire will not receive a uniform allowance until the next following fiscal year.

Section 10: Voting Time

Any employee that is on duty during any governmental election shall utilize the absentee ballot process if they choose to vote in the election.

Section 11: Smoking Policy

All employees will conform to the Employer's Tobacco Usage Policy, which is effective October 1, 2001.

Section 12: Investigations

- A. Any employee who is to be questioned for a department investigation shall be notified in writing and informed of their Firefighter Bill of Rights before any questioning shall be permitted, regardless of the rank of the person doing the investigation.
- B. Any employee notified of questioning in conjunction with a department investigation shall have the right to consult with a Union representative or legal counsel before the commencement of questioning. Should the employee request representation it shall not cause unreasonable delay in

conducting the investigation. The department agrees that the Firefighters' Bill of Rights (FS112.80), below, shall be followed for any investigation.

- C. All informal inquires and/or formal investigations shall be conducted on the employees' regular duty time or the employee shall be paid for any time as provided in Article 15 Section 5.

FIREFIGHTERS' BILL OF RIGHTS

112.80 Short title.--This part may be cited as the "Firefighters' Bill of Rights."

112.81 Definitions.--As used in this part:

(1) "Firefighter" means any person who is certified in compliance with s. 633.35 and who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.

(2) "Employing agency" means any municipality or the state or any political subdivision thereof, including authorities and special districts, which employs firefighters.

(3) "Informal inquiry" means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

(4) "Formal investigation" means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of a firefighter is conducted for the purpose of gathering evidence of misconduct.

(5) "Administrative proceeding" means any non-judicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

(6) "Interrogation" means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

112.82 Rights of firefighters.--Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

(3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

(4) The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

(5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

(9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

112.83 Rights of firefighters with respect to civil suits.--If an agency employing firefighters fails to comply with the requirements of this part, a firefighter employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to complete the performance of the duties imposed by this part.

112.84 Rights of firefighters nonexclusive.--

(1) The rights of firefighters as set forth in this part shall not be construed to diminish the rights and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of this state or limit the granting of broader rights by other law, ordinance, or rule. These rights include the right to bring suit against any individual, group of persons, association, organization, or corporation for damages, either monetary or otherwise, suffered during the performance of the firefighter's official duties or for abridgment of the firefighter's rights, civil or otherwise, arising out of the performance of his or her official duties.

(2) This part is neither designed to abridge nor expand the rights of firefighters to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor is it designed to abrogate any common-law or statutory limitation on the rights of recovery.

Section 13: Employment Agreements

The Employer may enter into separate agreements for a period of one year (prorated quarterly) for employment with any new hires which provides for a consideration to repay certain costs associated with hiring a new employee, should the employee leave on a voluntary basis during the first year of employment.

Those items which may be considered for repayment must be itemized with the associated costs provide to the prospective employee in writing. The acceptable items are:

Background Check

Physical Exam for initial employment

Drug Testing: (New Employee)

Uniforms that were supplied by the Employer and are not returned to the Employer; See Employees "Uniform Order Form" for reimbursement dollar amount owed to Employer on a pro-rated basis.

Name Tags (for Uniforms and Bunker Gear)

1. Passports

2. Name Tag(s)

3. Serving Since

Certification Pay: [See Article 11, Section 3 (A) (B)]

Certification Fees (i.e.: BTLS)

Required State and Pinellas County testing fees: (Reimbursement amount of test)

Educational classes paid for by the Employer, that is above the regular training provided to other employees (Reimbursement amount will be the amount of class tuition)

All Employer uniform apparel that has a Department logo adhered to it, including Paramedic or EMT patches and the Employer issued badge will be returned to the Employer.

The Employer may not enter into any other individual agreements with bargaining unit members which are not provided for in this Agreement.

Section 14: Disability Insurance

The Employer agrees to sponsor a disability insurance program at no cost to the Employer which employees may elect to enroll in and will be paid through payroll deduction by the employee. The Employer shall meet with the Union and they shall select a disability plan carrier.