

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

INDIAN RIVER COUNTY
FIREFIGHTERS/PARAMEDICS ASSOCIATION,
LOCAL 2201, I.A.F.F.

AND

INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT

OCTOBER 1, 2019- SEPTEMBER 30, 2022

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ARTICLE 1
AGREEMENT

- 1.01 This agreement is entered into between the Indian River County Emergency Services District, hereinafter referred to as the Employer, the County, the Fire District, the District, the Fire Department or the Department; and the Indian River County Firefighters/Paramedics Association, Local 2201, I.A.F.F., hereinafter referred to as the bargaining unit or Union.
- 1.02 The parties realize that Indian River County has the responsibility of administering the Emergency Services District.
- 1.03 Whenever an action is required to be performed by any particular person, by virtue of that person's office, that action may be performed by a properly authorized deputy or designee.
- 1.04 Whenever the words "he", "him", or "his" are used the words shall be interpreted as including the words "she", "her", or "hers".

ARTICLE 2
RECOGNITION

- 2.01 Pursuant to Chapter 447, Florida Statutes, the County recognizes the Union as the exclusive bargaining agent for all employees of the County in the following classifications: Firefighter Trainee, Firefighter, Firefighter EMT, Driver/Engineer, Inspector, Training Officer, Fire Investigator, Lieutenant, Captain, Captain Fire-Medic, EMS Field Supervisor, Lieutenant Fire-Medic, Engineer Fire-Medic, Senior Fire-Medic, Lead Fire-Medic, Fire-Medic, Paramedic I, Paramedic II, Captain Fire Investigator-Medic, Captain Fire Inspector-Medic, Lieutenant Fire Inspector-Medic, Fire Inspector-Medic, Fire Rescue Training & Safety Captain, EMS QA & Training Captain, Fire Captain, Fire Lieutenant, and Captain Fire Investigator.
- 2.02 The Union and the County reserves the right to file with P.E.R.C. for a clarification of the bargaining unit at any time.

ARTICLE 3

MAINTENANCE OF STANDARDS

- 3.01 The employer will not unilaterally change, except as allowed herein or by the Florida Public Employees Relations Act, employees' wages, hours, or working conditions established by this Agreement.
- 3.02 Article 3.01 notwithstanding, the provisions of this Agreement and/or pre-existing working conditions, other than monetary provisions, may be temporarily suspended in response to the formal declaration of a federal, state or local emergency or natural disaster.

ARTICLE 4
CONTRACT APPLICATION

4.01 This contract and its interpretation, application, enforcement, and performance shall in all respects be governed by the laws of the State of Florida, ordinances and resolutions of the District and the Department of Emergency Services regulations.

ARTICLE 5
SEPARABILITY

5.01 The parties hereto agree that should any article, section or paragraph of this agreement be declared by a court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said article, section or paragraph shall not affect the validity and enforceability of any other article, section or paragraph hereof, and the remainder of this agreement shall remain in full force and effect. In the event any article, section or paragraph of the agreement is lawfully declared invalid, the Employer and the Union shall meet immediately to negotiate a replacement article.

ARTICLE 6
UNION ACTIVITY

- 6.01 The Employer and the Union acknowledge that the right of employees to work shall not be deprived or abridged on account of membership, non-membership, participation, or non-participation in any Union or organization.
- 6.02 The Union President or Secretary, or alternate shall be allowed up to three (3) weeks' time off to attend a union seminar, conference or convention. The time off shall be without pay and shall be considered leave of absence unless a standby arrangement has been provided.
- 6.03 Up to four (4) members of the Union's Negotiations Team shall be allowed time off with pay, but without overtime, for all scheduled bargaining meetings between the Union and the Employer. The Union President will advise the County of the designated negotiating team by February 1 of the year the contract expires. Such time off will only be allowed when working hours of the Employee conflict with bargaining unit negotiations. The four (4) members of the Union's Negotiations Team who were allowed time off with pay shall return to duty immediately upon the conclusion of all bargaining meetings.
- 6.04 By mutual agreement of the Employer and the Union, there is hereby established a Joint Labor-Management Committee, which shall consist of not more than three (3) members designated by the Union and three (3) members designated by the Emergency Services Director. The Union Committee membership shall consist of persons from within the position classification covered by this agreement, and the management membership shall consist of persons within the Department, but outside the bargaining unit as herein defined. Nothing herein requires the attendance of the Director of Emergency Services or the Union President at any Labor-Management Committee meeting.
- 6.05 This Labor-Management Committee shall meet if mutually agreed to by both parties, and such meetings may be held during working hours as scheduled by the Emergency Services Director.

- 6.06 The purpose of these meetings will be to discuss the problems and objectives of mutual concern, but in no way shall involve specific grievances filed or contemplated or matters which have been the subject of current collective bargaining issues between the parties.
- 6.07 An agenda, listing the items for discussion, will be forwarded by the party requesting such meeting to the other party no later than three (3) days prior to the meeting.

ARTICLE 7

PAYROLL DEDUCTION OF DUES

- 7.01 The Employer agrees to deduct the prescribed dues and assessments from earnings of those employees who have signed individual notarized authorization cards for deduction of said dues and assessments. Said authorization cards shall be periodically certified to be current by the Union. The Employer shall remit said collections monthly to the duly designated officer of the Union.
- 7.02 The Union shall indemnify, exonerate, and save harmless the Employer from any claims and/or judgments against the Employer and/or Union based upon any check-off of union dues, fees, or assessments. The Employer shall give written notice to the Union by registered mail addressed to the President of the local of any claim, action, suit, or proceeding brought by an employee, person, firm, or corporation against the Employer based in whole or in part on any check-off of union dues, fees or assessments. The Union shall defend the said claim, action, suit, or proceeding at its own cost and without expense to the Employer, even if such claim, suit, action, or proceeding is false, groundless, or fraudulent.
- 7.03 An employee transferred to a classification not in the bargaining unit, or whose employment is terminated, shall cease to be subject to check-off deduction beginning with the month in which such change in employee status occurs.
- 7.04 The Employer shall not be required to collect union dues in arrears. Any change in dues made by the Union will become effective after a thirty (30) day written notice by the Union to the Employer.
- 7.05 The Employer shall have the right to withhold any or all amounts collected under this article of the contract to satisfy any amounts owing to the Employer by the Union for violation of this agreement, as determined by a court, arbitrator, or other entity of competent jurisdiction.

ARTICLE 8
BULLETIN BOARDS

- 8.01 The Union may have a bulletin board in each Emergency Services station for the posting of notices.
- 8.02 All materials placed upon the bulletin board by the Union will be on official IAFF letterhead and signed by the Union President or his designee. The Emergency Services Director or his designee shall be furnished with a copy of any material to be posted prior to posting.
- 8.03 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the County or any of its elected or appointed officials or employees.
- 8.04 Material placed upon the bulletin board which fails to comply with, or violates, the foregoing may be immediately removed by the County, and the employee who placed the material may be subject to disciplinary action.

ARTICLE 9
RULES AND REGULATIONS

- 9.01 Employees shall observe the District Personnel Rules and Regulations and Standard Operating Procedures and amendments thereto, except that the disciplinary action appeals procedures contained in Sections 18.04 C (2)-(4) and 18.05, third paragraph forward, of the District Personnel Rules and Regulations shall not apply to bargaining unit employees. Failure of employees to comply with these rules and procedures may result in disciplinary actions pursuant to the above cited rules and regulations.
- 9.02 The Employer has the right to reprimand, discharge or otherwise discipline employees for just cause.
- 9.03 Should the Employer exercise its right to amend or modify the Department Personnel Rules and Regulations or Standard Operating Procedures, a digital copy of any such new (or amended) rule, regulation, policy, or procedure shall be provided to the Union at least ten (10) business days prior to implementation. Nothing herein shall restrict the Employer from implementing any new (or amended) rule, regulation, policy, or procedure prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. The union shall have the right to bargain over the negotiable impacts of the exercise of the employer's rights prior to implementation in accordance with applicable law.
- 9.04 It shall be the Employer's duty to see that all bargaining unit members are provided a digital set of the applicable Rules and Regulations and Standard Operating Procedures and future amendments. Copies of additional sets will be available digitally to the employee requesting them.
- 9.05 Bargaining unit employees shall immediately notify the Emergency Services Director when an information has been filed by a prosecuting official against him/her, when indicted by a Grand Jury, or when arrested, for any offense or violation of law. The Emergency Services Director shall determine if it is in the best interests of the County to:

- 1) Retain the employee in his/her regular position; and/or
- 2) Assign the employee to other duties or another position until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
- 3) Place the employee on leave without pay until such time as any charges are disposed of by trial, acquittal, dismissal, conviction, or other judicial action; and/or
- 4) Initiate disciplinary action up to and including termination.

In the event that the employee is retained pending the resolution of the charges, and pleads nolo contendere or guilty, or is found guilty of any job related offense or any offense that would adversely impact the County or the employment status of the employee, or which would cause the County to be held in disrepute, the employee shall be terminated from employment.

In the event that the employee is retained pending the resolution of the charges and is acquitted of all charges, or the indictment is dismissed for insufficient evidence, the Emergency Services Director shall retain the option to initiate or continue an investigation of possible administrative violations in accordance with established policy or practice. The initiation or continuation of an investigation and disciplinary process under this paragraph shall be limited to any conduct related to the criminal case that is either not charged or dismissed pursuant to plea agreement.

ARTICLE 10
MANAGEMENT RIGHTS

- 10.1 Except as specifically restricted by the provisions of this Agreement, the County reserves and retains all rights, powers, prerogatives and authority customarily exercised by Management.
- 10.2 Except as specifically restricted by the provisions of this Agreement, the County has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
- A. Exercise complete and unhampered control to manage, direct, and totally supervise all employees of the County;
 - B. Decide the scope of service to be performed, the method of service, and the assignment of work;
 - C. Determine the size and composition of the workforce;
 - D. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - E. Hire and/or otherwise determine the criteria and standards of selection for employment;
 - F. Determine the number, classification, grade, and types of positions;
 - G. Fire, demote, suspend, or otherwise discipline bargaining unit employees; set minimum performance standards for service to be offered to the public, and set procedures and standards to evaluate the employees' job performance;
 - H. Change, modify or alter the composition and size of the workforce, including the right to relieve employees from duty due to lack of work or lack of funding or any other business and/or operational reason, and recall employees;
 - I. Determine the allocation and content of job classifications (including qualifications and certifications) and determine all training parameters for all

- bargaining unit positions, including persons to be trained and extent and frequency of training;
- J. Determine whether and to what extent the work required in its operation shall be performed by employees covered hereunder;
 - K. Modify operations, duties, tasks, and/or responsibilities, temporarily or permanently, in whole or in part, due to operational requirements; determine the number, location, and operation of all divisions and all other organizational units;
 - L. Establish, amend, revise and implement any program, policy and/or procedure, provided that such are not contrary to applicable law;
 - M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the County's discretion business and/or operational reasons make such curtailment or discontinuance advisable;
 - N. Contract and/or subcontract any existing or future work;
 - O. Create, expand, reduce, alter, combine, assign, or cease any job;
 - P. Control the use of equipment and property of the County and determine the number and classification of employees assigned to any shift, station, or piece of equipment;
 - Q. Exercise such other management rights as set forth in Chapter 447, Florida Statutes, and/or as determined by the state or local Public Employees Relations Commission or the courts.

10.3 The above rights of the County are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the County in its general capacity as management. Any of the rights, powers, and authority that the County had prior to entering into this Collective Bargaining Agreement are retained by the County unless otherwise restricted by a specific provision of this Agreement. If the County fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the County's right to exercise any or all of such functions. Past practices of the District or Department relating to operations shall not be considered for the purpose of the specific and express limitations on management which are contained in this Agreement.

10.4 Nothing herein shall be deemed a waiver of the Union's right to impact bargain if, and to the extent, such right exists under applicable law.

ARTICLE 11
NO STRIKE CLAUSE

- 11.01 The Union agrees that there shall be no strike or strikes, slowdowns, or work stoppage, picketing in furtherance of any work stoppage, any cessation of work of any kind or degree, curtailment of work, or restriction of performance of duties, or any other interference or stoppage, total or partial, for any reason, which may include but not be limited to alleged violations of this agreement by the Employer. The Union will not authorize, approve, finance, aid, or condone any strike, work stoppage or picketing in furtherance of any work stoppage, by its members or employees it represents on employer or customer facilities or premises in respect to any controversy, disputes or grievances, and the Union will take immediate steps to end any work stoppages, strikes, slowdowns, or suspensions of work.
- 11.02 This article shall apply whether the particular matter arises from or outside of this contract. The application of the article shall not be governed or condoned either in whole or in part with the basis of the strike, work stoppage, slowdown, etc. or whether it may be arbitrated or not.
- 11.03 In case of violation of this article by an employee acting in the Union's behalf, the Employer shall have the right to:
- A. Discharge not only the instigators of the strike, but the participants as well, or any of them, at the discretion of the Employer. Allowing employees to work or return to work shall not be considered condonation of their activity in violation of the article.
 - B. Refuse to bargain until the violation(s) cease.
 - C. Obtain an injunction in the State Court restraining the employees and/or the Union from striking and work stoppage, picketing in furtherance of any work stoppage, or any other violation of this article without removal of the complaint to Federal Court; or

D. Hold the Union liable for damages resulting here from, including the costs of suits, attorney's fees for litigation and negotiations, settlements, security costs, and other costs directly or indirectly attributable to such violation as determined by the P.E.R.C., Circuit or District Court, in determining the amount of damages to be awarded, if any, the Commission or trier of fact shall take into consideration any action or inaction by the public employer that provoked or tended to provoke the strike by the public employees.

11.04 It is further agreed that the providing of fire protection services by the Employer is extremely vital to the health, welfare, and safety of the citizens of the District and any interference with such services is in violation of this article and would constitute a threat of imminent danger to said citizens and possible irreparable harm. The parties agree that should the Union, its members, persons acting in the Union's behalf, agents, employees, representatives, or officers acting in the Union's behalf violate this article not to strike, which would also violate the Constitution of the State of Florida and the Florida Statutes, or picket in furtherance of a work stoppage or violate this clause in any other manner, and said action would cause the District irreparable injury or damage, and the Employer shall have the right to seek injunctive relief pursuant to Chapter 447, Florida Statutes.

11.05 Employees who refuse to perform the regular duties of their job because of strike, boycott, or picket line in furtherance of any work stoppage, upon the Employer's premises, or at any other place, shall be in violation of this article and subject to layoff or discharge at the discretion of the Employer. Such action shall be a violation of this article, regardless of which labor organization is conducting the strike, work stoppage, picketing or labor dispute.

ARTICLE 12
GRIEVANCE

GRIEVANCE PROCEDURE

12.01 A “grievance” is a claimed violation of this agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the union. In either case, the procedure to be followed will be the same. Grievances regarding disciplinary actions shall be initially filed at Step 2. The grievant and management may mutually agree to waive any step.

12.02 Rules of Grievance Processing – It is agreed that:

- A. The time limit at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step. An email will suffice as fulfillment of this requirement.
- B. A grievance presented at Step 1 and above shall be dated and signed by the grievant. A decision rendered shall be written to the grievant, with a copy to the union if it is not the grievant, and shall be dated and signed by the County’s representative at that step.
- C. When a written grievance is presented, the County’s representative shall return a dated and signed copy of it at that particular step.
- D. A grievance not advanced to the higher step within the time limit provided herein shall be deemed permanently withdrawn and as having been settled on the basis of the County’s decision most recently given. Failure on the part of the County’s representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

- E. A written grievance must set forth the following:
1. A complete statement of the grievance and the facts upon which it is based, and all materials related to the grievance shall be submitted at Step 1 of the grievance process. Information known at the time of filing presented shall be considered during the grievance resolution process. Additional information that may have been obtained after the initial filing of the Step 1 grievance may be considered as the process moves forward.
 2. The section or sections of this agreement claimed to have been violated; and
 3. The remedy or correction requested.
- F. The Union will be notified of any grievances filed by its bargaining unit employees.

Bargaining unit employees cannot use the District's or County's grievance or appeal procedures for any claims falling within the definition of a grievance herein.

STEPS FOR GRIEVANCE PROCESSING

If a grievance arises, the grievant must meet with and discuss the grievance with the Battalion Chief in charge of the shift within ten working days of the event giving rise to the grievance. If the grievant does not have a Battalion Chief, then the grievant is to proceed to Step 1. If the grievant does not have an Assistant Chief, then the grievant is to proceed to Step 2 within 10 working days of the event giving rise to the grievance. In the event the issue in dispute cannot be resolved between the supervisor and the grievant, the grievance shall be presented in writing by the grievant at Step 1 (or applicable Step as outlined above) of the grievance procedure within five working days from the date of the supervisory meeting. Such written grievance must indicate that the matter had been reviewed with the immediate supervisor.

Step 1: The grievant shall present the written grievance to the Assistant Chief. The Assistant Chief shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The Assistant Chief shall reach a decision and

communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the grievant may forward the grievance to Step 2.

Step 2: The grievant shall present the written grievance within five working days from the date of the decision at Step 1 to the Emergency Services Director. The Emergency Services Director shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The Emergency Services Director shall reach a decision and communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the grievant may forward the grievance to Step 3.

Step 3: The grievant shall present the written grievance within five working days from the date of the decision at Step 2 to the County Administrator or his designee. The County Administrator (or his designee who is authorized to resolve the issue) shall meet with the grievant, which a union steward or a union representative may accompany if the union is not the grievant. The County Administrator shall reach a decision and communicate it in writing to the grievant with a copy to the union if it is not the grievant within ten working days from the date the grievance was presented to him. If the grievance is not satisfactorily resolved, the Union and only the Union except as provided by law may forward the grievance to arbitration.

ARTICLE 13
ARBITRATION

- 13.01 In the event that the grievance is not settled at Step 3 within the time allowed, it may then be submitted to arbitration. Submission to arbitration must be made within ten days of the time that the Step 3 decision was rendered; provided, however, this period may be extended upon the mutual agreement of both parties. If the parties fail to agree to the appointment of an arbitrator, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven arbitrators who reside in Florida. The party requesting arbitration shall strike the first name from the list, and the parties shall thereafter alternate in the striking of names. The party requesting arbitration shall notify the last remaining person on the list of his/her selection as the arbitrator in the case. Hearings before the arbitrator shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. Testimony shall be given under oath.
- 13.02 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the union and the County in writing. It shall be the obligation of the arbitrator to make a best effort to rule within 30 calendar days after the hearing and receipt of post-hearing briefs. The expenses of the arbitration, including the fee and expense of the arbitrator, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless the parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties subject to any review allowed by law.
- 13.03 The arbitrator will be confined to the written grievance presented in Step 1 of the procedure. Additionally the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this agreement. The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not a grievance as defined in this agreement; and may not interpret this agreement in a manner

inconsistent with the County's management rights. This Agreement may not be construed by the arbitrator to supersede applicable state or federal laws, except to the extent as specifically provided herein.

- 13.04 The arbitrator may not issue declaratory opinions and shall be confined exclusively to the question that is presented, which question must be actual and existing. In any arbitration decision resulting in a retroactive adjustment, such adjustment shall be limited to ten calendar days prior to the date of the filing of the grievance. In any arbitration decision resulting in back pay to an aggrieved employee, such back pay shall be offset by interim earnings, including unemployment compensation.
- 13.05 The Union and only the Union shall have the exclusive right to proceed to arbitration on behalf of the bargaining unit members except where the Union refuses to represent an employee as a result of the employee not being a member of the Union.

ARTICLE 14
UNIFORMS AND EQUIPMENT

- 14.01 The Employer will allocate sufficient funds to provide an initial allotment, and replacement in accordance with Article 14.02, for trousers (style to be determined by management), shirts, t-shirts, short-sleeve and long-sleeve polo shirts, shoes, hats, job shirts, jumpsuits, cap, badge and name plate. The Employer also will provide protective clothing and devices; bunker coat and bunker pants made of Nomex or similar material, boots, helmets, shatter-resistant face shield, gloves, safety glasses for welding and metal cutting, two (2) protective hoods and any other safety equipment deemed necessary by management.
- 14.02 Uniforms and protective clothing shall be worn, and devices used, in accordance with District rules and this Agreement. The aforementioned items shall be replaced upon being lost, or becoming worn or damaged as determined by management. Replacement items will be ordered within seven (7) business days of being reported lost by the employee or identified by management as worn or damaged, unless purchasing requirements necessitate additional time constraints, in which case the items will be ordered as soon as reasonably possible. All items to be replaced must be returned to the Department before new items will be issued. Employees shall be responsible for the replacement cost for any lost items, or items damaged through the employee's negligence. Whenever practical, replacement will be made on the said employee's scheduled shift.
- 14.03 The Employer, upon request, will provide bed linens, consisting of pillow cases, fitted sheets and flat sheets. Such linens shall be replaced on an annual basis.
- 14.04 The District agrees to reimburse the full cost for eye glasses and contact lenses not to exceed Two Hundred Dollars (\$200.00) and up to One Hundred Dollars (\$100.00) for wrist watches, damaged in the line of duty, provided that the damage was not caused by negligence, and that adequate proof of such damage, the circumstances of the event, and proof of original purchase price are presented to the appropriate supervisor and approved by the Emergency Services Director.

- 14.05 The Employer shall provide and maintain a heavy-duty washer for the purpose of laundering turnout gear at all current stations and all permanent stations until completion. In addition to the extractors, the County will add 3 washer dryer units, per fiscal year, at the current stations to mitigate contaminated clothing that will occur while on duty.
- 14.06 The Employer shall provide storage facilities at each station based on budget requests, to house the protective clothing of firefighters assigned to that station without exposure to diesel exhaust.

ARTICLE 15
SAFETY AND HEALTH

- 15.01 The County and the Union agree to cooperate to the fullest extent in the promotion of safe work practices as outlined by policies and procedures set forth by the Indian River County Administration and the Emergency Services Personnel Rules and Regulations.
- 15.02 The County agrees to provide safety equipment. The County agrees to continue maintaining maintenance logs and other records and to perform tests to ensure that presently used vehicles are operationally safe.
- 15.03 A workplace safety committee comprising of three Union representatives and three County representatives will meet quarterly and conduct its affairs in accordance with Florida Statute 633.810, its implementing regulations, and/or any amendments. The workplace safety committee may also meet upon mutual agreement or in the event of an employee death or injury in the line of duty. The committee may make recommendations regarding behavioral and mental health. Nothing in this article shall preclude the County's Human Resources Director, Risk Manager or designees from attending the Safety Committee meetings.
- 15.04 The County agrees to comply with Section 112.18, Florida Statutes (Special provisions relative to disability) and Section 112.181, Florida Statutes (1997) (special provisions relative to certain communicable diseases) and 29 CFR 1910.134 (OSHA standard for SCBA mask fit testing).
- 15.05 The Union and the County agree to the concept of a tobacco free fire service, as supported by the Professional Firefighters of Florida. Towards that end, there shall be no smoking or use of tobacco products allowed in any area of the fire stations and/or vehicles. Additionally, all bargaining unit employees hired after October 1, 2000, shall abstain, both on and off duty, from the use of tobacco products.
- 15.06 The Employer and the Union agree to adhere to the Emergency Medical Services protocol as set forth by the medical director.

- 15.07 The County shall provide immunizations for all employees who request to be immunized at the approval of the Medical Director and Emergency Services Director as follows: Tetanus (every ten (10) years), and Hepatitis - (Type A and B) (every five (5) years). The County shall provide testing for tuberculosis each year, and Hepatitis C once as a baseline and after each potential exposure.
- 15.08 The Employer agrees to provide as a minimum an annual physical for each employee. This physical shall include the same testing as is done for newly-hired employees, except that chest x-rays need not be given more than every three (3) years. The results of the physical shall be provided to the employee, Medical Director, Emergency Services Director or his designee, and Human Resources Director, but shall otherwise be confidential to the extent permitted by law.
- 15.09 The County and the Union agree to the Drug-Free Workplace Program as adopted by the County for all required testing positions.

ARTICLE 16

HOURS

- 16.01 A. Non-shift employees shall normally be assigned to a 37 ½-hour workweek and shall be paid time-and-one-half for all hours worked in excess of 40 hours in their workweek. Shift employees shall be assigned to a schedule of 24 hours on duty followed by 48 hours off duty, and shall be paid time-and-one-half for all hours worked in excess of 212 hours in their 28-day FLSA work period. Overtime shall be calculated in accordance with current practice.
- B. Non-fire certified ALS shift employees shall be assigned to a schedule of 24 hours on duty followed by 48 hours off duty, and shall be paid time and one half for all hours worked in excess of 40 hours in their 7 day work period.
- 16.02 All FLSA 207(k) exempt shift employees will be granted three (3) “Kelly Days” to be scheduled in such a way that one (1) “Kelly Day” is allowed each four (4) months of the fiscal year. Kelly days shall be selected during the month of September of each year with the new selections becoming effective October 1st of each year. Once a selected Kelly day becomes effective it may not be cancelled. The Kelly day may be exchanged rank for rank within the 4 month period and will be based on the operational effectiveness of the Department. Such time off shall be scheduled. Employees on light duty, while assigned to an administrative shift (i.e., 37.5 hours, Monday - Friday), shall not be permitted to reschedule their Kelly Days except when it falls on Saturday or Sunday, in which case it will be taken on the next scheduled work day. While on light duty, 8 hours of leave shall continue to be charged for full day absences and hour for hour for partial day absences.
- 16.03 Overtime payment shall be made in the first paycheck after the conclusion of the 28- day cycle for shift employees.
- 16.04 The parties recognize that the employees covered by this agreement are essential to the successful operations of County facilities and services during a declared emergency. As such, the parties agree that as a condition of these employees’ employment with Indian River

County, they must be available and able to report to work and perform assigned duties as directed by management during a declared emergency. The failure to report to work and/or perform assigned duties as directed by management during a declared emergency will be cause for termination of employment with Indian River County. The Emergency Services Director or his designee may allow exceptions to this requirement for extraordinary circumstances at his discretion.

- 16.05 The County shall indemnify, exonerate, and save harmless the Union from any claims and/or judgments against the Employer and/or Union based upon the application of the FLSA 207(k) exemption. The Employer shall give written notice to the Union by registered mail addressed to the President of the local of any claim, action, suit, or proceeding brought by an employee, person, firm, or corporation against the Employer based in whole or in part based upon the application of the FLSA 207(k) exemption. The County shall defend the said claim, action, suit, or proceeding against the County or against the Union at its own cost and without expense to the Union.
- 16.06 Non-shift employees assigned to a 37 ½ hour workweek may, with the approval of the Emergency Services Director or designee, flex their time within a workweek so long as the flex is completed in the same workweek and does not cause or result in overtime.
- 16.07 In year 2, 2021, The County will eliminate basic yard care from the contract. Department personnel will remain responsible for hedge trimming and basic sprinkler maintenance.

ARTICLE 17

STAFFING

- 17.01 The Employer will maintain what it determines to be a safe and effective number of personnel at each station and sub-station during each shift. The Employer agrees with the Union that having three firefighters on an engine would be preferable to having two firefighters on an engine. The Employer will consider this fact when setting staffing levels. The Employer also agrees that no station will be reduced to under what it determines to be minimum staffing for more than four (4) hours per shift with the exception of approved in house, on duty education and training.
- 17.02 The County may allow eight (8) employees off on approved leave per shift. Approved leave shall be defined as Annual Leave, PT day (if any), or Kelly days. Up to two of the eight employees granted leave may be on Kelly days per shift. Kelly days shall be selected first. Any additional employee leave may be granted only with special approval of the Emergency Services Director.

ARTICLE 18
VACANCIES AND PROMOTIONS

- 18.01 The decision whether or not to fill a bargaining unit vacancy shall be within the sole discretion of the Emergency Services Director. Should the Director decide to fill the vacancy, the filling of the vacancy shall be in accordance with the District Personnel Rules and Regulations, except as modified herein.
- 18.02 Promotional examinations for bargaining unit positions shall be held during the month of September. The Emergency Services Director, after consultation with the Union President, may hold promotional examinations if the available candidate pool falls below 3 eligible employees.
- 18.03 The Promotion Board shall be composed of the Assistant Chief, six (6) Battalion Chiefs, three (3) Captains, and one (1) member of the Union or his designee who will be elected by the bargaining unit. The Promotion Board shall rank all of the candidates, and shall forward the entire list of ranked candidates to the Emergency Services Director. The rankings shall be determined based upon a point system formulated in Article/Section 18.08 and 18.09. In order to be eligible, a candidate for the rank of Driver shall have at least three (3) years of service with the Department and a candidate for the rank of Lieutenant shall have at least three (3) years of service as a Driver with the Department. The Emergency Services Director shall select from the top three candidates the individual he believes, in his discretion, is most qualified for the position. Once the selection is made, the list shall automatically reset to advance the next highest-ranked candidate to the top three. In the event there are fewer than three employees on the promotional list, or the list is exhausted, the Emergency Services Director shall have the authority to appoint an employee who is not on the promotional list that the Emergency Services Director believes, in his discretion, is most qualified for the position; provided that the employee selected must be qualified to work out-of-classification for the position. In appointing an employee who is not on the list, the Emergency Services Director shall consider the employee's job performance, disciplinary actions, college degrees, additional training courses, certifications, leadership,

attitude, attendance, and seniority. No appointed employee shall be forced to accept a promotion.

18.04 Each employee covered hereunder shall annually receive a written evaluation assessing his performance of the essential functions of the employee's job. The appraisal form shall be developed by the Employer with input from the Union.

18.05 Newly hired Firefighter/Paramedic employees shall serve an initial probationary period of one year. Newly hired employees who do not possess paramedic certification are required to attain the paramedic certification within the initial twenty-four (24) month probationary period and will serve an additional probationary period not to exceed twelve (12) month from the date of receiving paramedic certification. Within this twelve (12) month period, the employee will be required to successfully complete the required tests to obtain Medical Director approval to be released from probationary status. Newly hired probationary employees may be dismissed at any time at the discretion of the County and are not entitled to use the grievance/arbitration procedures relating to their discipline or discharge, and are not entitled to payments of sick leave or vacation leave at time of termination. Newly hired employees who do not possess Paramedic certification shall only receive a cost of living adjustment if any and will NOT receive any available step increases until such time they are certified by the State of Florida as a Paramedic.

18.06 Employees who are promoted shall serve a promotion trial period of ~~six~~ twelve months. If an employee who is serving a trial period incurred as a result of a promotion is found to be unqualified to perform the duties of the higher position, a good faith effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position for which the employee qualifies. If no vacancy exists for which the employee is qualified, the employee will be placed in a lay-off status with recall rights.

18.07 Upon successful completion of their trial period, Fire Inspectors who have at least 5 years of experience with Indian River County Emergency Services will be promoted to Lieutenant Fire Inspector, only after applicable testing.

18.08 The following promotional process shall be followed:

RAW SCORES:

<u>EXAM SCORES</u>	<u>TOTAL SCORE (300 Points max)</u>
Multiple choice written test	100 Points max
Practical scenario test	200 Points max
<u>TOTAL MAXIMUM RAW SCORE</u>	<u>300 Points</u>

The written test will be 100 multiple choice questions scored at 1 point each. The exam will be taken from job specific areas for each rank. Maximum score for written exam is 100 points. An employee who does not score an 80% (or greater) on the written exam will not be eligible to take the practical scenario test and will not be considered for the promotion. Additionally, an employee that does not score an 80% (or greater) will be excluded from working out of rank until the employee completes remedial training and is approved by the Emergency Services Director or his designee.

For Officers, the practical test will be comprised of scenario-based situations that will test the applicant’s oral and reasoning skills, as well as their incident management capability. For Driver/Engineers, the practical test will be comprised of two scenario- based situations (driving and pumping) that will test the applicant’s oral and reasoning skills, as well as their incident management capability. As in the past, they will need to recall and verbalize their instructions based on the SOP’s, meeting prescribed benchmarks, as well as using their common sense and job experience. Outside evaluators from other Fire Departments will evaluate and grade each applicant unless otherwise agreed upon. Maximum score for the practical test is 200 points. An employee who does not score an 80% (or greater) on any portion of the practical test will not be considered for the promotion. Additionally, an employee that does not score an 80% (or greater) on any portion of the practical test will be excluded from working out of rank until the employee successfully completes remedial training and is approved by the Emergency Services Director or his designee.

18.09 – Once the top 3 candidates are determined based upon their raw scores (written and practical scenario test), the Promotional Board will issue additional points based upon departmental service as outlined below. Additionally, the Promotional Board will consider the following factors: job performance evaluations, disciplinary actions, working out of classification, college degrees, additional training courses, and certifications in ranking the top 3 candidates. The Promotion Board will review the college degrees, additional training courses, and certifications to determine whether consideration will be given. Additionally, the Emergency Services Director reserves the right to interview the top 3 candidates.

NOTE: Ties based upon raw scores will be broken by applying years of service points for Driver/Engineer promotions and by years of service and years of rank points for Officer promotions. In the event there is still a tie, the Promotional Board will consider the resumes of the tied employees.

DEPARTMENTAL SERVICE (25/50 Points max)

Total years of service completed; credit is 1 point per full year. Total years in rank completed; credit is 1 point per full year. For promotion from Firefighter to Driver/Engineer, only total years of service points will be credited. For promotion from Driver/Engineer to Lieutenant, additional years in rank points will be credited for time in Driver/Engineer rank. For promotion from Lieutenant to Captain, additional years in rank points will be credited for time served as a Lieutenant. Maximum score for Service is 25 points for Driver/Engineer promotional testing and 50 points for Officer promotional testing.

OTHER FACTORS TO BE CONSIDERED BY THE PROMOTION BOARD – NO POINT VALUES GIVEN:

COLLEGE DEGREES

BS OR BA department related

AS OR AA department related

BS OR BA in non-department related

AS OR AA in non-department related

CERTIFICATIONS

An approved and accredited department related certification requires an examination or review to obtain.

Certifications that will automatically be approved will be listed by the Training Division. Any additional certifications may be approved or rejected by the educational committee in the future, and added or subtracted from the list as necessary.

EDUCATIONAL COURSES

Any documented courses given by colleges, Fire/EMS or public safety agencies, or private companies that are job related and approved by the promotional board.

All employees shall have a folder created in their training file to maintain the documentation of each employee's education. The Training Division shall review all education courses/certifications to be used for consideration before the promotional board meets.

It is the responsibility of each employee to present current educational documents for their resume. If the documentation is not there, it shall not be considered.

ARTICLE 19
SHIFT EXCHANGE

19.01 Effective the beginning of the first pay period after Union ratification and County approval of this Agreement, employees may exchange shifts up to 312 hours per fiscal year when the change does not interfere with the operations of the Fire Department, and when prior approval is granted at the discretion of the Emergency Services Director or his designee. Chit forms or any other method authorized by the Emergency Services Director shall be used for this purpose.

19.01.1 The Emergency Services Director may provide a carve out for education.

19.01.2 The Union President may assign up to seventy (70) full or partial standby arrangements.

19.01.3 Standby arrangements under Section 19.01.3 are subject to the limitations in Section 19.02; provided, however, that an employee of equal classification who has equal or higher qualifications shall be permitted to work the standby arrangement.

19.01.4 Standby arrangements under Section 19.01.3 of this Agreement shall only be used for the following:

- A. Executive Board Meetings (limited to Local 2201's four principal officers and Local 2201's shift stewards).
- B. General Union Meetings noticed to Local 2201's members.
- C. CBA negotiations with the District/Indian River County, including impasse hearings.
- D. Grievance step meetings and arbitration hearing under the CBA.
- E. Public meetings of the Indian River County Board of County Commissioners (limited to Local 2201's four principal officers).

- F. Conferences, conventions, and seminars relating to union activity.
- G. Charitable community events and fundraisers organized by or for the benefit of a bona fide Section 501(c)(3) non-profit organization, excluding any and all forms of political activity.
- H. Meetings with Local 2201's attorneys regarding District/Indian River County union matters.
- I. Florida PERC proceedings in which Local 2201 is a party.

19.01.5 The seventy (70) full or partial standby arrangements referenced in Section 19.01.3 of this Agreement, are the maximum number allowed per fiscal year, and any unused standby arrangements shall not be rolled over to the following fiscal year.

19.02 The exchanging employees shall both be of equal classification.

19.03 Vacation leave will be charged to the employee who agreed to work the shift if the employee who agreed to work the shift calls in sick.

ARTICLE 20

SUBSTITUTE EMPLOYMENT

- 20.01 The Employer agrees not to use, assign or detail members of the bargaining unit as substitute employees to perform non-firefighting/EMS duties except where lives or property are in imminent danger.
- 20.02 Furthermore, the Employer agrees to use members of the Vero Beach Volunteer Fire Department as supplements to the Department only and will not replace a career firefighter with a volunteer firefighter.
- 20.03 Bargaining unit employees shall inform the Emergency Services Director, in writing, of any outside employment. Outside employment which interferes, or is incompatible, with County employment may be denied. No outside employment shall be performed less than eight (8) hours prior to the start of an employee's assigned shift.

ARTICLE 21

WORKING OUT OF CLASSIFICATION

- 21.01 An employee required to work temporarily at a rank higher shall receive \$2.50 per hour for the period of time the employee actually works (excluding any periods of leave) worked out of classification. Solo Paramedic and ALS lead are not classifications. On-duty qualified employees whose name appears on the eligibility list (where one exists) for promotion to the next rank shall be chosen first to work out of classification. Employees having completed twelve (12) months of their promotional trial period may work out of classification if qualified by the Training Department.
- 21.02 Employees will be required to work out of classification if qualified when directed by the department.

ARTICLE 22
TRANSFERS

- 22.01 Employees may be allowed, at Departments discretion, to transfer between combat, fire prevention, and training, rank to rank, if a vacancy exists, provided the employee has the minimum qualifications for the position. In such a case, the employee shall be paid at the same pay step in the day shift pay plan commensurate with the position to which the employee has been transferred.
- 22.02 Bargaining unit employees may be transferred, at the Department's discretion, to any fire rescue position and/or shift within the Department. In such a case, the employee shall be paid at the same pay step in the applicable pay plan commensurate with the position to which the employee has been transferred.

ARTICLE 23

PERSONNEL REDUCTION

- 23.01 If a personnel reduction is necessary, the Employer shall determine the number of employees and jobs affected in the bargaining unit and retain employees on the basis of job qualifications, length of uninterrupted services as a full-time employee (seniority), and job performance. Other factors being equal in the Emergency Services Director's judgment, seniority, as defined above, shall prevail. Laid-off employees will be recalled within two (2) years of the employee's lay-off date before new employees are hired for future vacancies in the Fire Department, however, the laid-off employee must meet, as a minimum, the basic qualifications (i.e., Fire Standards Certification is current, EMT is active, and/or Paramedic License is active) they held at the time of their separation. Recalled single-role employees will not be required to enter into an employment agreement to become dual certified if recalled within the two-year period.
- 23.02 Laid-off employees shall retain seniority in the Fire Department for a period of two (2) years after lay-off.
- 23.03 An employee shall lose seniority if the employee voluntarily quits or is discharged for cause, immediately upon the employee's last day in a work status. An employee shall be considered a voluntary quit if the employee is absent three (3) consecutive duty shifts without prior approval from, or notification to, the Emergency Services Director or his or her designee.

ARTICLE 24
BEREAVEMENT LEAVE

- 24.01 Regular full time bargaining unit employees covered by this agreement shall be granted up to two shifts of leave with pay for death in their immediate family without charge to medical leave, annual leave, holiday time, or other accumulated time, subject to the terms of the applicable District Rules and Regulations. At the discretion of the Emergency Services Director or his designee, employees may split up the two shifts of leave with pay.
- 24.02 For the purpose of this article, the immediate family shall follow those family members identified in county administrative policy.
- 24.03 Employees shall be required to provide documentation within 90 days supporting their request for bereavement leave.

ARTICLE 25

HOLIDAYS

The County recognizes the following holidays and any other days authorized by the Board of County Commissioners under the auspices of the Indian River County Administrative Policy.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Last working day before Christmas
11. Christmas Day

25.02 Non-shift employees shall be given time off with pay for the above holidays on the County observed day. If a non-shift employee works the holiday, the employee shall be paid the overtime rate at time and one-half for the time worked.

25.03 Shift employees not required to work on a holiday will receive twelve (12) hours pay at their regular rate for the pay period within which each holiday falls. Shift employees who are required to work on a holiday shall receive twelve (12) hours of overtime pay, as holiday pay, in addition to their twenty-four (24) hours of regular pay.

25.04 An employee must be on active pay status, or approved leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

ARTICLE 26

MEDICAL LEAVE AND DISABILITY LEAVE

26.01 ELIGIBILITY

- A. Full-time permanent non-shift employees earn medical leave at the rate of one (1) work day per month starting the first full month of employment. Shift employees shall accrue medical leave at the rate of one day (12 hours) per month. For purposes of computation, one full 24-hour shift will be equal to two (2) 12-hour medical leave days.
- B. Medical leave may be taken as earned during the employee's probationary period.
- C. Frequent claiming of benefits under this rule will constitute grounds for the assumption by the Emergency Services Director that the physical condition of the employee is below the standard necessary for the proper performance of duties. Likewise, evidence of malingering or the abuse of this benefit will constitute grounds for prompt dismissal or disciplinary action by the Emergency Services Director. Employees suspected of abusing leave will be placed on notice and will be required to submit a doctor's note upon their return to work. Abuse of leave shall be defined as three occurrences in a 90 day period. For shift employees, each shift or partial shift that the employee is absent shall be an "occurrence."

26.02 EARNING OF MEDICAL LEAVE

An employee on medical leave for more than fifteen (15) consecutive working days shall not accrue medical leave for that period of time.

26.03 ACCRUAL

- A. For employees hired before the beginning of the first pay period after May 25, 2015, medical leave may be accumulated for a total of no more than 1200 hours at the employee's anniversary date.

- B. For employees hired on or after the beginning of the first pay period after May 25, 2015, medical leave shall not exceed 600 hours at any time.

26.04 USE OF MEDICAL LEAVE

MEDICAL LEAVE MAY BE GRANTED FOR THE FOLLOWING PURPOSES:

- A. Personal injury, pregnancy or illness not connected with work.
- B. Medical, dental, optical or chiropractic examination or treatment. (Refer to “D” for members of employee’s family.)
- C. Exposure to a contagious disease which would endanger others.
- D. Illness of a member of the employee's immediate family who lives permanently in the same domicile which requires the personal care and attention of the employee. No more than five (5) working days a year may be taken for this purpose without approval of the Director of Emergency Services (see definition of immediate family in Article 24).
- E. Events in accordance with the Family and Medical Leave Act of 1993.

26.05 REQUEST FOR LEAVE

- A. To receive compensation while absent on medical leave, the employee shall notify the employee's immediate supervisor or Emergency Services Director prior to or as soon as possible after time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within the time limit established by the Director of Emergency Services.
- B. Medical leave used adjacent to any other approved leave will not be authorized unless the employee submits medical certification at least 24 hours prior to reporting for work.
- C. Use of medical leave in the last 30 days of employment with the County shall not be permitted unless approved by the Emergency Services Director or his designee.
- D. Any request for scheduled medical leave authorized under Article 26.04 (B) shall be requested 72 hours in advance.

26.06 CHARGING LEAVE

- A. For shift employees, medical leave time shall be charged to the employee in 12-hour increments unless the employee has requested approval 72 hours in advance and received approval from the Emergency Services Director or his designee to use less than 12 hours.
- B. For shift employees who have received approval for less than 12-hour increments, medical leave will be charged in not less than one (1) hour minimum period for time less than one (1) day.
- C. For non-shift employees, medical leave time shall be charged to the employee on an hour for hour basis for approved absences. No more than one absence per work day may be charged.

26.07 RETURNING FROM MEDICAL LEAVE

- A. Employees on medical leave for 21 calendar days or more shall provide medical certification stating they are fit for duty at least 24 hours prior to reporting for work.

26.08 SPECIAL CONSIDERATION FOR PRUDENT USE OF MEDICAL LEAVE

Medical leave accumulated in excess of one hundred (100) days prior to the employee's anniversary date shall be compensated by paying the employee by the middle of the month following the month in which the employee's anniversary date occurs for such excess leave at the employee's regular hourly straight time pay.

26.09 MEDICAL LEAVE PAYMENT UPON SEPARATION FROM SERVICE

- A. Employees hired on or after May 25, 2015 and who have ten or more years of service with the County at the time of separation, shall receive 100% of the base rate of pay for one-half of all unused medical leave, up to a maximum of 300 hours, upon retirement or death.
- B. Employees hired prior to May 25, 2015 shall receive 100% of the base rate of pay for all unused medical leave, up to a maximum of 1200 hours, upon retirement in accordance with existing retirement plans or death.

26.10 Disability leave with pay shall be provided by the Employer on the following basis:

- A. The disability resulted from an injury or an illness sustained directly in the performance of the employee's work, as provided in the State Workers' Compensation Act.
- B. If incapacitated for his or her regular position, the employee may be given other duties with the Fire Service for the period of recuperation, provided the employee's medical condition permits. Unwillingness to accept such an assignment as directed by the Director of Emergency Services will make the employee ineligible for disability leave during the time involved.
- C. A physician selected by the County may be used to determine the physical ability of the employee to continue on disability leave or to return to work.
- D. Except as may be modified by Article 26.11, if the disability leave is approved, the first seven (7) days of the leave will be charged to the employee's medical leave or the annual leave account. After the first seven (7) days, the employee will be entitled to normal Workers' Compensation only, unless the employee elects to supplement such Workers' Compensation benefits with any accrued medical or annual leave he or she may have. In no case shall the employee's total compensation from county pay and Workers' Compensation exceed his or her normal compensation.
- E. No new medical leave shall be accumulated during the period an employee is off the job due to injury.
- F. At any time during the period of disability, any case may, upon request, be reviewed by an authorized County physician who shall provide the Director of Emergency Services with an assessment on the likelihood of the employee returning to work.

- 26.11 In the event of a combat injury, generally defined as occurring from the point of alarm to the return to station, an employee will be paid an amount equal to the employee's normal earnings by use of District funds or a combination of District funds and Workers' Compensation without charge to the employee's medical or annual leave. This coverage will be extended to other hazardous activities, if approved by the Director of Emergency Services, after a request for approval of such paid disability has been made by the union president. The Director's approval shall not be unreasonably withheld.
- 26.12 Bargaining unit employees who, in the line of duty, incur an illness, injury, or condition that restricts the employee from being able to perform his or her regular duties and responsibilities may be reassigned to a light duty position within the Department so long as,
- (1) The employee's work restrictions permit such work and
 - (2) The Emergency Services Director determines such a position to be available within the Department.
 - (3) Reassignment to light duty will also be considered for pregnancy under the provisions of this article. Other conditions, illnesses, or injuries that are not in the line of duty will not qualify for light duty assignments.
- 26.13 Bargaining unit employees shall be eligible for Family and Medical Leave, in accordance with, and under the terms of, the Family and Medical Leave Act of 1993 (FMLA). FMLA leave shall run concurrently with all other paid and unpaid leave for FMLA-qualifying absences, and all absences from work for FMLA-qualifying reasons, whether paid or unpaid, will be charged against the employees' FMLA leave allotment. Employees on Family and Medical Leave are required to use all paid leaves before going on leave without pay.

ARTICLE 27

INSURANCE BENEFITS

- 27.01 The County shall provide insurance for all bargaining unit employees and their dependents in the same manner as the County's general non-bargaining unit employees, including the retiree health insurance subsidy, hospitalization, and medical insurance.
- 27.02 The County shall maintain in full force and effect, and pay all premiums for, a life insurance policy on the life of each employee, payable to a beneficiary designated by the respective insured employee. Such life insurance policy shall be based on an amount equal to the employee's annual salary to the nearest high thousand as of the month following the payroll change.
- 27.03 Separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or estate of the employee as determined by law or by executed forms in the employee's personnel folder.

ARTICLE 28
ANNUAL LEAVE

28.01 Employees in the bargaining unit shall be entitled to accrue paid annual leave on the following basis:

1. 132 hours vacation for shift employees 75 hours vacation for non-shift employees shall be earned each year for the first five (5) years of continuous employment commencing with the anniversary date.
2. 192 hours vacation for shift employees 112.5 hours vacation for non-shift employees shall be earned at the start of the sixth year of continuous employment through the end of the tenth year of continuous employment.
3. For each additional year of continuous employment, employees shall earn an additional day of vacation up to the maximum hours per year based on the calculations below

CONTINUOUS EMPLOYMENT	ANNUAL HOURS EARNED	
	SHIFT	NON-SHIFT
11 YEARS	204	128
12 YEARS	216	135.5
13 YEARS	228	143
14 YEARS	240	150.5
15 YEARS	252	158

28.02 For employees hired prior to May 25, 2015, 504 hours may be carried over from year to year; and for employees hired on or after May 25, 2015, 360 hours may be carried over from year to year; however, an employee shall not be allowed more than 360 hours annual leave in a one-half (1/2) year period.

- 28.03 For employees hired prior to the beginning of the first pay period after Union ratification and County approval of this Agreement, employer rules and regulations will apply regarding notification and/or pay for annual leave earned above 500 hours. Employees retiring after entering the DROP will be eligible to receive up to 300 hours of leave upon separation. Employees hired on or after the beginning of the first pay period after Union ratification and County approval of this Agreement will be eligible to receive payment for accrued annual leave up to 500 hours, or the maximum hours allowed by the Florida Division of Retirement at the time, whichever is less, in total.
- 28.04 Employees with the most time in total service years will be given preference when granting annual leave, during the seniority months (November, February, May, August). Bargaining unit employees may cancel annual leave that has been approved through the Seniority Month selection process either during the Seniority Month in which it is granted, or at any time up to six (6) weeks prior to the date that the annual leave is to be taken, whichever is greater. Annual leave that has been approved through the Seniority Month selection process may not be cancelled other than as provided in Article 28.04, except as authorized in writing by the Emergency Services Director, or designee, in his sole discretion. The Emergency Services Director's decision to authorize or not authorize the cancellation of annual leave shall not be grievable. Notwithstanding their ability to cancel annual leave as provided in Article 28.04, bargaining unit employees who use the Seniority Month selection process shall continue to be required to use a minimum of two consecutive shifts of annual leave.
- 28.05 Non-shift employees shall receive one (1) personal day to be used within each calendar year in accordance with the vacation policy.
- 28.06 Non-shift employees shall be allowed to utilize annual leave in one (1) hour increments.

ARTICLE 29

LEAVE OF ABSENCE WITHOUT PAY

- 29.01 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion. It shall be incumbent upon the Emergency Services Director to weigh and determine each case on its own merit. Any leave of absence for a period of thirty (30) days or more must have the approval of the Emergency Services Director. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
- 29.02 Any employee granted a leave of absence shall contact the Emergency Services Director at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.
- 29.03 Failure to return to work at the expiration of the approved leave shall be considered as a resignation.
- 29.04 No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.
- 29.05 Leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
- 29.06 Fringe benefits can be continued at the expense of the employee on any leave of absence over thirty (30) days.

ARTICLE 30
COURT DUTY

30.01 COURT LEAVE

- A. Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as paid court leave. Remuneration paid by the court shall be turned over to the Employer.
- B. All permanent full-time employees subpoenaed to attend court on behalf of the Employer are eligible for paid court leave. Any remuneration paid by a third party in conjunction with such appearance shall be turned over to the Employer.
- C. Those employees who become witnesses, plaintiffs, or defendants in the matters unrelated to the Employer are not eligible for paid court leave. Employees who are parties against the County in any proceeding, or who appear without subpoena as witnesses for a party against the County in any proceeding are not eligible for paid court leave.
- D. Nonexempt employees who attend court representing the Employer on their day off will be compensated in accordance with the overtime provision. However, every attempt should be made not to schedule a court appearance on the employee's day off.
- E. Employees who attend court for only a portion of a regularly scheduled work day are required to report to their supervisor within a reasonable period of time of being excused or released (other than for the night) by court. The failure to so report will be cause for disciplinary action, including termination

of employment. Employees released for the night who are required to report back to the court following day shall not be required to return to work.

- F. Employees who attend court on behalf of the County, while on scheduled vacation, may be allowed to take additional leave with pay for the court time.
- G. In the event a holiday occurs during the period of an employee's jury duty, he or she shall receive pay for the holiday.
- H. All court attendance must be verified before an employee shall be compensated. Monies received from court appearances will be turned over to the Employer.

ARTICLE 31
SCHEDULING

31.01 **DISTRIBUTION OF OVERTIME**

All additional scheduling will be distributed equally by classification to the best ability of the supervisor in charge, except where operational needs dictate otherwise, using a computer-generated overtime list or graphical presentation posted daily in real time by the supervisor in charge as a guide for such distribution. In compiling the posted overtime list, the following conditions will be adhered to:

- A. All assigned additional hours worked by the employee will be included in totals shown on the above posted list.
- B. When an employee enters a new classification, the employee will be placed on the scheduling list at the highest overtime of the classification entered on their shift.
- C. If an employee refuses additional hours which the Employer gets someone else to perform, the additional hours will be charged against the employee who refused. If an employee is in line for an additional hours assignment because of the position on the list, the employee will not be charged as having refused the assignment if the employee cannot be contacted.
- D. If an employee is on approved leave, other than Kelly Day, they will not be offered hours. This is not to be interpreted as meaning that an employee is not subject to call-back while on approved leave. For distribution of additional hours an employee shall be considered on approved leave from the time the employee finishes work on the last scheduled work day before going on vacation until the employee's scheduled starting time on the first scheduled work day after the employee's vacation.

- E. At the end of the payroll period nearest the end of each fiscal year, the accumulated additional hours of the lowest employee in each classification (excluding employees who are ineligible for overtime) shall be deducted from the standings of all others in the classification at that location.

- F. It is expressly understood that reliable, prompt service is a priority responsibility to the public we serve. It is expected that all employees will respond when an emergency or bona fide need exists. The failure to so respond, except as covered in (D) above, will be cause for disciplinary action, including termination of employment.

31.02 PROPER FILLING OF AND DISTRIBUTION OF ADDITIONAL HOURS

- A. All call-out additional hours will be filled by the off going shift. Prearranged additional hours shall be offered to employees with the lowest hours of that classification. The Captain shall attempt contact with up to three employees with the lowest hours in that classification. If unable to contact and/or secure consent to accept assignment to prearranged additional hours, the Captain may hold over other qualified employees.

- B. Additional hours will be called within the classification creating the overtime first. Solo Paramedic and ALS lead are not classifications. If all employees within that rank refuse then only those employees one classification below who can work out of rank will be called. If those employees refuse, then the employee with the lowest number of occurrences as reflected on the mandatory list within the original classification causing the coverage and not on approved leave will be assigned the additional hours in a mandatory status.

- C. At the beginning of the first pay period after ratification of this Agreement by both parties, mandatory coverage lists will be established for each bargaining unit classification based upon inverse seniority (from least senior employee to

most senior employee) within the classification. When employees are promoted to a classification, they shall be placed into the list based on their date of hire. Each mandatory overtime assignment worked in the amount of 12 or more continuous hours shall be counted as an occurrence. After each occurrence, the employee shall be moved to the bottom of the list. If an employee is ineligible to work the mandatory coverage assignment, they will not be charged an occurrence. Employees who, for 30 consecutive calendar days or longer, are on workers compensation leave, workers compensation/medical light duty assignments, FMLA, or sick leave will have mandatory coverage occurrences credited to them as their names come up within the rotation so that they are not required to work multiple mandatory coverage assignments when they return to full duty.

- D. The Emergency Services Director may authorize a special event assignment when needed under special circumstances. The staffing of these events will be handled as outlined in Article 31. Mandatory assignments pursuant to this subsection (D) shall be considered an occurrence of mandatory coverage regardless of the number of hours.

31.03 CALL-OUT AND PREARRANGED SCHEDULING

- A. When an employee is required to report for work at a time other than the employee's regular work schedule, it shall be considered:
 - 1. A call-out, if the employee has less than twelve (12) hours' notice by the Emergency Services Director or authorized representative; or
 - 2. Prearranged coverage if the employee has twelve (12) hours' or more notice.
- B. On a call-out, the employee shall be paid a minimum of three (3) hours at time and one-half as time actually worked, except that if the employee is called out before the employee's regular starting time and works through the

employee's regular work period, then only time actually worked shall be allowed. Time shall start at time of initial contact (unless the employee fails to report to work within a reasonable period of time after contact, whereupon time shall start at a reasonable period of time before appearing at work) for purposes of computing time worked and/or paid and shall end upon sign-off at work headquarters.

- C. In the case of prearranged overtime, the employee shall be paid a minimum of four (4) hours for 56 hour employees and 2 hours for day shift assigned employees (except in the case of meetings, two (2) hours), except if the employee is required to report before the employee's regular starting time and works through the employee's regular work period or is required to continue after the employee's regular quitting time, then only time actually worked or spent in meetings shall be allowed. Pay under this paragraph cannot be converted to compensatory time.

- D. No employee will be called back to work during the employee's vacation period, unless an extreme emergency has been declared.
 - 1. An employee's vacation period will begin on the instant the employee finishes the last hour of regularly scheduled work.

 - 2. An employee's vacation period will end on the first hour of the employee's scheduled return to work date.

 - 3. In the event an employee is called back from vacation out of town, the District will assume all costs involved in transporting the employee to and from the vacation site.

ARTICLE 32
MILEAGE ALLOWANCE

- 32.01 Employees temporarily assigned from one station to another station necessitating travel between stations will be compensated at the County's reimbursement rate if the employee chooses to use the employee's personal vehicle. Employees who choose this option must comply with the minimum county insurance requirements. If the employee chooses not to use the employee's own personal vehicle, it shall be the responsibility of the District to provide transportation between stations and back.
- 32.02 Application for mileage reimbursement and/or travel must be made within thirty (30) calendar days of the reimbursable travel. No mileage reimbursement will be paid in the absence of a timely request.

ARTICLE 33
INCENTIVE PAY

- 33.01 An employee of the District who has successfully completed a certified diver's course and self paid the expenses shall be given a pay increase of twelve dollars (\$12.00) bi-weekly.
- 33.02 An employee of the District who has successfully completed a certified Smoke Diver's Course and self paid the expenses shall be given a pay increase of twelve dollars (\$12.00) bi-weekly.
- 33.03 A. An employee of the District who has completed a total of eighty (80) hours in courses approved by the Educational Committee will receive a pay increase of ten dollars (\$10.00) bi-weekly. The courses for which the employee seeks educational incentive pay must be approved by the Educational Committee prior to enrollment. There will be a maximum of four (4) eighty hour blocks per employee.
- B. The hours involved in the Fire Fighters State Minimum Standards Basic Recruit Training are excluded from this agreement.
- C. The Educational Committee will consist of the Fire Chief, Assistant Fire Chief and two (2) members of the bargaining unit. Should the vote of the Committee end in a tie, the Fire Chief shall be given another vote to break the tie. This committee will establish criteria for sections 33.08 and 33.09.
- 33.04 All personnel that are certified in Heavy Rescue as of 09/30/85 will continue to receive twelve dollars (\$12.00) bi-weekly for that certification.
- 33.05 The incentives offered in this article (from 33.01 through 33.04) shall be available only for employees who have qualified for the particular incentives by March 24, 1994.
- 33.06 An employee who is qualified and certified as a Paramedic may assume the duties of the E.M.S. Field Training Officer and shall receive a pay increase of sixty dollars (\$60.00) bi-

weekly. There will be a maximum of twelve (12) E.M.S. Field Training Officers in the department.

33.07 Four (4) Special Operations F.T.O.s per shift, total of 12 slots, shall receive sixty dollars (\$60.00) biweekly. FTO assignment shall be made by management on a fiscal year basis. Employees who are not selected to retain FTO status will not be eligible to continue to receive the biweekly incentive.

33.08 Fifty six (56) Special Operations (Technician Level) per shift consisting of 11 High Angle, 11 ARFF, 17 Haz Mat, 17 Rescue Diver, for a total of 168 slots, shall receive thirty-five dollars (\$35.00) biweekly, so long as they maintain their certifications. Only one incentive per person.

33.09 Non-shift employees shall be eligible for one (1) pay increase of twenty-one dollars (\$21.00) biweekly (maximum of six individuals) when they become certified in one of the following areas:

- State of Florida Instructor II or III
- State of Florida Inspector II or NFPA Certified Inspector I
- State of Florida Investigator II or IAAI Certified Investigator
- NFPA Certified Fire Plan Examiner I or NFA Plan Review for Inspectors

33.10 Effective October 1, 2016, there will be no more Solo Paramedic incentive slots created and Solo Paramedic incentive slots that are vacated will not be filled. Individuals currently filling a Solo Paramedic incentive slot and receiving Solo Paramedic incentive will be grandfathered in and continue to receive the Solo Paramedic incentive pay and be eligible to progress in accordance with the grandfathered schedule below.

<u>Months of Service</u>	<u>Non 7(k) Exempt</u>	<u>7(k) Exempt</u>
○ 0 – 36 months	\$10.80/day	\$12/day
○ 37 – 72 months	\$15.12/day	\$16.80/day
○ Over 72 months	\$19.44/day	\$21.60/day

The amount of additional pay for grandfather Solo Paramedic status shall be paid bi-weekly as long as the employee maintains their solo paramedic status.

33.11 When needed to staff ALS stations and/or apparatus, the County may assign qualified individuals to work as the ALS lead. One ALS lead will be assigned per ALS apparatus. Qualified individuals are those individuals who are grandfathered in and receiving Solo Paramedic incentive and those individuals who are approved by the Medical Director. Individuals serving as the ALS lead, who are not already receiving Solo Paramedic incentive, shall be paid \$1.50 per hour incentive pay for each hour working as the ALS lead. The ALS lead is an assignment not a classification. Assignment is made in the sole discretion of management and is not subject to equal distribution among eligible individuals. If qualified by the Medical Director, the employee may not reject the assignment.

33.12_The County shall make available up to \$10,000 per fiscal year for the purpose of reimbursing employees for tuition expenses. Reimbursements shall be evaluated and approved based on the criteria below on a first come, first serve basis. Only the cost paid for tuition based on the grade criteria below will be eligible for reimbursement. The courses for eligibility MUST be related to the program of fire or EMS related services. Elective courses and general education courses are not eligible.

- A. The employees must first received written approval prior to taking the course.
- B. Must have 3 years of service with Indian River County Fire Rescue Division.
- C. Must execute a payback agreement with the County.
 - 1. If the employee leaves employment within two (2) years, they will be required to repay the entire cost of reimbursement.

Reimbursement will follow the below schedule:

- “A” - 80% Reimbursement
- “B” – 65% Reimbursement
- “C” – 50% Reimbursement

No reimbursement will be offered for grades lower than a “C”

The official grade-reporting document for each class must be provided for reimbursement consideration.

ARTICLE 34

SALARIES

34.1 Upon receiving Firefighter certification, Paramedic I will be placed in the Dual Certified pay scale, effective the first day of the next 28-day cycle. Upon becoming Firefighter certified ALS personnel will be converted using a 52.5% rate. They will be placed in the step plan based on their years of service. In the event that the converted pay rate is higher than the step they are placed in, their pay will remain at the converted rate until such time that the range or their subsequent step increase is greater than the converted rate of pay.

New hires who possess only firefighter certification and do not possess paramedic certification will be hired in at \$2,000 below the entry level for dual certified positions and will be required to become dual certified within 24 months of hire. Upon attainment of dual certification, their pay will be increased to the entry level rate for a dual certified position.

34.2 Bargaining unit employees will be provided wages as follows:

- A. For Fiscal Year 2019-20, effective the first full pay period in October, all bargaining unit employees shall receive a 3% general wage increase (except single certified probationary employees whose pay shall be adjusted to remain at \$2,000 below the entry level for a dual certified position). The general wage increase will adjust the minimum and maximum of the respective pay plan.

- B. For Fiscal Year 2020-21 effective the first full pay period in October, all bargaining unit employees shall receive a 3% general wage increase (except single certified probationary employees whose pay shall be adjusted to remain at \$2,000 below the entry level for a dual certified position). The general wage increase will adjust the minimum and maximum of the respective pay plan.

- C. For Fiscal Year 2021-22, the parties mutually agree to reopen this section and

collectively bargain future general wage increases and pay scale adjustments for the remainder of the term of this agreement. Such negotiations shall commence on or before June 15, 2021, unless the parties mutually agree to a later date.

- D. The County and the Union currently use a 17 step pay plan that provides for movement within the designated classification. The County and the Union agree to the following changes to the existing step plan:
- a. Using the adjusted 17 step plan, the first full pay period in April 2020, each employee represented by this agreement (unless otherwise stated) will receive a market equity adjustment equal to 2 steps within their existing classification in the 17 step plan. Using the minimum and maximum of the 17 step pay plan, a 14 step plan will be established with equitable percentage increases between the steps (See Exhibit B). Employees will then be placed in the 14 step plan, incorporated into the agreement as Exhibit B, in the step that is closest to the employee's new annual salary after the 2 step equity adjustment. If the new salary is less than the average between two steps, employee will be placed on the lower step. If the new salary is greater than the average between two steps, employee will proceed to the next step. New hire employees who are dual certified at the time of the equity market equity adjustment and are in step one, shall advance one step under the market equity adjustment and be placed in step two of the 14 step pay plan. New hire employees, who have not attained paramedic certification as of the first pay period in April 2020, will not be eligible for the market equity adjustment until attainment of the paramedic certification. Their salary will remain \$2,000 below step one in the 14 step pay plan. In FY 2019-20, effective the pay period following attainment of paramedic certification, new hire employees who attain paramedic certification shall have their pay increased to the entry level rate for a dual certified position and advance to step two in the 14 step plan. Topped out employees who did not receive a market equity adjustment as a result of placement in the 14 step pay plan, shall receive a \$1,200 lump sum payment not added to their base pay to be paid in the first full pay period in April 2020.

- E. Effective the first full pay period of April 2021 and April 2022 all non-topped out bargaining unit employees, except new hires who have not attained dual certification, will proceed to the next step of their respective pay plan. Topped-out employees shall receive a \$1,200 lump sum payment not added to their base pay to be paid in the first full pay period of April 2021 and April 2022. New hire employees, who have not attained paramedic certification as of the first full pay period in April 2021 and 2022 respectively, will not advance to the next step of their respective pay plan until paramedic certification is attained (not to exceed 12 months from date of hire). Upon attainment of paramedic certification, their pay will be increased to the entry level rate for a dual certified position and the employee will receive the step increase effective the first full pay period following attainment of the paramedic certification.
- F. Step moves, cost-of-living increases, general wage increases, pay scale adjustments or lump sum payments, if any, after September 30, 2022 shall be established through collective bargaining for a successor Agreement.
- G. In the event of promotion, the employee shall move to the same step of the pay plan for the higher rank on the first day of the pay period nearest to the date of promotion. In the event the same step of the pay plan does not exist for the higher rank, the employee shall move to the lowest step of the higher rank and shall not be eligible to receive the first subsequent step increase provided in 34.2 D and E.

ARTICLE 35
EQUAL EMPLOYMENT POLICIES

- 35.01 It is the continuing policy of the District to promote the concepts of equal opportunity for all of its employees and applicants for employment.
- 35.02 The District will continue to recruit, hire, train, and promote on merit principles, persons in all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification.
- 35.03 Decisions on employment will be based on the principles of equal employment opportunity.
- 35.04 All personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, sponsored training, education, social and recreational programs, will be administered without regard to race, color, religion, sex or national origin.

ARTICLE 36
DURATION AND RENEWAL

- 36.01 This Agreement shall be in full force and effect from the date of ratification by both parties to September 30, 2022. This Agreement shall continue in effect from year-to-year thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this contract shall notify the other party in writing by February 1 of the year in which the contract expires.
- 36.02 If the parties do not reach agreement by contract expiration, the existing terms and conditions shall continue, unless otherwise specified until a new Agreement is reached or the impasse is resolved.
- 36.03 The Employer shall not reduce the staff levels as they existed upon the signing of this agreement, with the exception that staff levels may be reduced only as a result of attrition and the Employer will not institute layoffs in the event it limits its fire fighting/EMS activities.
- 36.04 The Employer agrees that its operations, or any part thereof, shall not be merged, assigned or otherwise transferred without first securing the agreement of the new employer to assume the Employer's obligations under this Agreement.

SIGNATURE PAGE

INDIAN RIVER COUNTY FIREFIGHTERS/
PARAMEDICS ASSOCIATION,
LOCAL 2201, I.A.F.F.

INDIAN RIVER COUNTY
EMERGENCY SERVICES DISTRICT

President
Negotiating Committee Member

Chairman, Bob Solari
Board of County Commissioners

Negotiating Committee Member

Jason Brown, County Administrator

Negotiating Committee Member

Witness

Negotiating Committee Member

DATE _____

DATE _____

Ratified by the Union on the
___ day of _____, 2019

Confirmed by:

John O'Connor
President

**Indian River County, Florida
Emergency Services District
Sixty (60) Day Notice of
Drug-Free Workplace Program
For Local 2201, IAFF Collective Bargaining Unit Employees**

The District is committed to maintain a safe, healthy, and productive work environment for its employees; to provide professional services for its citizens; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

The District believes that there is potential for serious consequences to your employment security, and our business, due to drug and alcohol use and/or abuse by employees, which has been shown to increase safety risks and absenteeism while decreasing productivity and quality.

Pursuant to the District's philosophy and goals, it is codifying a Drug-Free Workplace Program to ensure that we will have a drug-free workplace. This program is intended to satisfy the Drug-Free Workplace Program requirements set forth in 440.102, Florida Statutes, and Rule 59A, Florida Administrative Code.

It is the policy of the District that unlawful possession, use, being under the influence, consumption, sale, purchase, distribution, dispensation, or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on District premises, or within its facilities, in the conduct of District-related work off District premises, or when operating District vehicles on or off duty is strictly prohibited and will be grounds for immediate termination. Nor will the District permit any employee to report to work or to perform his or her duties while taking prescription or non-prescription medication which adversely affects the person's ability to safely and effectively perform his or her job duties. Employees are required to notify supervisors of all such medication use. It is a condition of employment to abide by the terms of this policy.

In furtherance of its Drug-Free Workplace Policy, the District will institute drug and alcohol testing procedures beginning October 1, 1998. Under this testing program, special-risk and safety-sensitive candidates for employment, as well as current employees under certain limited circumstances (i.e., for cause, fitness for duty and post accident), will be subject to alcohol and drug testing. A complete copy of the District's Drug-Free Workplace Program will be provided to each employee and applicant in advance of the program's commencement date.

It is the District's desire that individuals voluntarily address and resolve any drug and alcohol-related problems on a confidential basis. Should an employee realize that he or she has developed a dependence on drugs, alcohol, or any controlled substance, he or she is advised to seek rehabilitation voluntarily (without disciplinary penalty), prior to any management action.

In order to provide an effective means of helping employees deal with drug/alcohol use and/or abuse, which may be interfering with their job performance, the District has an Employee Assistance-Program (EAP) provider, Health Advocate (EAP), which offers employees and their families substance abuse treatment and rehabilitation services. Information on these services is available from the District at 226-3900, at the Director's Office, Fire Chief at 226-3859, or the Assistant Chief at 226-3465.

We would like to have the opportunity to answer any questions anyone might have prior to the effective date of the program. If you would like to discuss the policy (on a confidential basis), please contact the Emergency Services Director, or his or her designee, at any time.

We do appreciate your work on behalf of the District and ask your assistance in keeping the workplace free of alcohol and drug-related problems.

Jason Brown, County Administrator

Policy Statement

To ensure a workplace free from the influence of illegal drugs and alcohol abuse, the following revised policy has been established. As in the past, the policy applies to all employees, supervisors, and managers. Any violation of the Policy will result in discipline, up to and including termination of employment.

The District is committed to providing a safe work environment for employees, guests, community, and the public. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees, promotes crime, and harms the community. In order to maintain the highest standards of morale, productivity and safety in its operations, the District has previously implemented a drug and alcohol free workplace policy. With the cooperation and assistance of its employees, the District will continue its program designed to provide a safe workplace environment free from drugs and alcohol use and/or abuse.

The District recognizes that alcohol and drug dependency require medical supervision and treatment if there is to be successful rehabilitation. The District's desire and intent is to encourage any employee with alcohol or drug dependency to enter, voluntarily, a drug or alcohol rehabilitation program. It is the responsibility of each employee to initiate and obtain assistance before any difficulties with drugs or alcohol affects his or her work. Accordingly:

This policy satisfies the requirements of the Florida Drug-Free Workplace Program, as provided in Section 440. 101, et sec., Florida Statutes. This Drug-Free Workplace Policy and Work Rules require all employees to be free from the influence of drugs and alcohol while working or while in District property. The use, possession, sale, distribution, or manufacture of any drugs, and/or the unauthorized possession and/or use of alcohol, while working or while on District property, is prohibited.

All special risk and safety sensitive job applicants will be tested for drugs prior to being employed. All employees will be subject to drug and alcohol testing upon reasonable suspicion, as defined herein, and as a follow-up to release from a rehabilitation program. All employees are encouraged to be aware of the effects of, and to advise their supervisor when taking, prescription medication which may affect their performance at work.

Rules on Drugs and Alcohol

Employees of the District are hereby notified that it is a condition of employment for each employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body.

It is not the intent of the District to intrude into the private lives of its employees. However, the effect of drug and alcohol use, abuse, and/or dependency on safety, work quality, increased medical expenses, and lost productivity requires that this policy be implemented. The following rules apply under the District policy:

1.0 Pre-Employment Conditions

- 1.1 The following pre-employment conditions are established to determine the suitability of employees to work for the District.
- 1.2 All job applicants must submit to a drug test prior to starting employment in that position. Any job offer which a job applicant may receive from the District is contingent upon the applicant successfully completing the drug test.
- 1.3 Any job applicant who refuses to submit to drug testing as part of the pre-employment testing process will be refused employment. Any job applicant who tests positive for drugs will be refused employment at that time. Confidentiality will be maintained pursuant to this Policy.
- 1.4 The District will not discriminate against an applicant for employment because of the applicant's past addiction to drugs or alcohol. It is the current use/abuse of drugs or alcohol that will not be tolerated.

2.0 Conditions of Continuing Employment

- 2.1 Each employee will receive a copy of the Drug-Free Workplace Policy and must abide by the Policy. The rules contained in the Policy are to be considered conditions of continuing employment and are to be consistently followed. Any violation of these conditions of continuing employment will result in disciplinary action, up to and including termination of employment.

3.0 Prohibition of Possession, etc.

- 3.1 The unlawful manufacture, distribution, dispensation, possess, sale, or use of any drug or un prescribed, controlled substances and/or unauthorized possession or usage of alcohol by employees while working or when on any District property, including parking lots, are strictly prohibited.

4.0 Prohibition of Drug or Alcohol Use

- 4.1 All employees are prohibited from being at work or on District property, including parking lots, with the presence of any drug or its metabolite, as set forth herein, in the employee's body. Any employee who has a confirmed positive test of a drug or its metabolite at the levels defined herein will be presumed to be under the influence of a drug and in violation of District Policy.
- 4.2 All employees are prohibited from being at work or on District property, including parking lots, with the presence of alcohol, as set forth herein, in the employee's body. Any employee who has a confirmed positive test of alcohol at the levels defined herein will be presumed to be under the influence of alcohol and in violation of District Policy.

5.0 **Requirements to Report Medication Use**

- 5.1 The District does not prohibit the use of a drug (prescribed medication) which has a currently accepted medical use, provided:
- (a) The drug is prescribed or authorized for an employee by a licensed practitioner; and
 - (b) The use of the drug at the prescribed or authorized level is consistent with the safe performance of the employee's duties; and
 - (c) The drug is used at the dosage prescribed or authorized.
- 5.2 Employees are encouraged to notify their immediate supervisor when reporting for work or during the course of a work shift if the use of any prescription or non-prescription medication may adversely affect his or her ability to satisfactorily and safely perform his normal job duties (e.g., including but not limited to drowsiness). Employees in safety sensitive or special risk positions are required to provide their supervisor with such information.

6.0 **Employee Drug and Alcohol Testing**

- 6.1 Employees will be required to submit to drug and/or alcohol testing upon reasonable suspicion as defined in this Policy and after release from a drug or alcohol rehabilitation program unless the employee voluntarily entered the program. If follow up 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 follow up testing date must not be given to the employee to be tested.
- 6.2 Confidentiality will be maintained at all times to the extent permitted by law.

7.0 **Employee Drug or Alcohol-Related Criminal Charges or Arrests**

- 7.1 Employees are required to notify the District of any criminal drug statute-related criminal charge of arrest no later than five (5) days after such charge has been filed. Employees in positions which require driving a District vehicle on District business must notify Personnel of any drug or alcohol-related arrest (e.g., including but not limited to Driving While Under the Influence) on the next workday.
- 7.2 The District will take appropriate action with respect to an employee who is so charged, which action may include transfer to a non safety sensitive or non special risk position in alcohol-related cases or discipline in cases related to illegal drugs.
- 7.3 Employees are required to notify the Emergency Services Director, or his or her designee, of the outcome of all criminal drug statutes or alcohol-related criminal charges no later than five (5) days after any change in status of such charges. This includes notification of a conviction, a plea of guilty, an adjudication of guilty, a plea of nolo contendere, adjudication withheld, an acquittal, or a dismissal of the charges.
- 7.4 The District will take appropriate disciplinary action against such employee within thirty (30) days of receiving notice of the outcome or any change in the status of such criminal drug statutes or alcohol-related charges.

8.0 **Rehabilitation Procedures**

- 8.1 An employee who is experiencing problems as a result of drug and/or alcohol abuse should contact the Emergency Services Director, or his or her designee, for referral for treatment and/or counseling. This discussion will be kept confidential. Supervisory personnel may be notified when treatment or rehabilitation will require absence from work.

9.0 **Employee Education and Referral Program**

- 9.1 It is the responsibility of each employee to seek assistance before drugs and alcohol use or abuse leads to disciplinary problems. Employees who may require assistance for substance dependency and related program are encouraged to seek assistance and information from the Emergency Services Director, or his or her designee.
- 9.2 Once a violation of this Policy occurs, subsequent use of a counseling or rehabilitation program on a voluntary basis will not affect the determination of appropriate disciplinary action.
- 9.3 An employee's decision to seek assistance or referral from the Emergency Services Director, or his or her designee, prior to an incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.
- 9.4 The District has no interest in restricting social drinking outside of working hours and no intent to intrude upon private or personal lives of employees. The District is concerned only when the employee's health, job performance, and safety conditions are adversely affected.
- 9.5 Upon successful completion of a drug treatment program an employee may be released to resume work but will be subject to drug testing as provided for in Section 6. 1.
- 9.6 An employee's participation in an alcohol or drug treatment program will not be made part of any personnel records and will remain confidential except to the extent necessary to comply with this Policy and to the extent permitted by law. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records. Treatment recommendation records and compliance records will be maintained by the Emergency Services Director, or his or her designee.

10.0 **Employee Education Information**

- 10.1 The following crisis information centers will provide information regarding employee assistance programs (EAP) and local alcohol and drug rehabilitation programs available to employees:

Health Advocate (EAP)
877-240-6863
www.HealthAdvocate.com/members

Substance Abuse Council
1507 20th Street
Vero Beach, FL 32960
770-4811

Center for Emotional and Behavioral Health at Indian River Memorial Hospital
1190 37th Street
Vero Beach, FL 32960
563-4666

Community Oriented Police Enforcement (COPE)
4055 41st Avenue
Vero Beach, FL 32960
569-6700

C.O.R.E. Program
1422 Old Dixie Highway
Vero Beach, FL 32960
567-1282

Drugs Are Not the Answer (DANTA, Inc.)
4145 28th Avenue
Gifford, FL 32967
770-4663
Family Center of Vero Beach
1845 14th Avenue
Vero Beach, FL 32960
778-5523

Mental Health Association of Indian River and St. Lucie Counties
2525 St. Lucie Avenue
Vero Beach, FL 32960
569-9788

Support Groups

Alcoholics Anonymous (AA)	562-1114
Al-Anon	562-1114
Alateen	562-1114
Adult Children of Alcoholics	567-2253
Narcotics Anonymous	1-800-281-9889
Cocaine Anonymous	1-800-877-7675

National Hotline Numbers

Alcohol and Drug Referral Hotline	1-800-252-6454
Child's Help, National Child Abuse Hotline	1-800-422-4453
National AIDS Hotline	1-800-342-2437
National Cocaine Hotline	1-800-262-2463
National Hepatitis Hotline	1-800-223-0179
National Runaway Switchboard and Suicide Hotline	1-800-621-4000
National Sexually Transmitted Diseases Hotline	1-800-227-8922
Suicide and Rape 24-Hour Emergency Services	1-800-333-4444

National Assistance Groups

Alcoholics Anonymous	1-800-344-2666
Food and Drug Administration	1-301-443-1240
Mothers Against Drunk Driving (MADD)	1-800-438-6233
Narcotics Anonymous	1-800-281-9889
National Association for Children of Alcoholics	1-714-499-3889
National Association of Anorexia Nervosa and Associated Disorders	1-312-831-3438
National Council of Child Abuse and Family Violence	1-800-222-2000
National Institute of Drug Abuse, Drug Information, Treatment	1-800-662-4357
Parents Anonymous National Office	1-800-421-0353
Tough Love	1-800-333-1069

- 10.3 Employees may obtain further information regarding available drug and alcohol assistance and rehabilitation programs by contacting the Emergency Services Director, or his or her designee.

11.0 Management's Responsibilities

- 11.1 District Officers, Managers, and Supervisors (hereafter collectively referred to as "supervisors") are responsible for implementing the drug and alcohol free workplace Policy. It is the responsibility of supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees or the public.
- 11.2 The Emergency Services Director, or his or her designee, is responsible for maintaining a safe work environment by determining each employee's fitness for duty.
- 11.3 In the event the Emergency Services Director, or his or her designee, has a reasonable suspicion (as defined in this Policy) that an employee may be affected by drugs or alcohol or has otherwise violated this Policy, the employee must be sent for drug testing. This testing will not take place until reasonable suspicion is determined to be present by the Director, or his or her designee, and a corroborating witness. The Director, or the highest ranking witness, shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion exists to warrant the testing. A copy of this documentation shall be given to the employee prior to testing.
- 11.4 In all cases when an employee is being removed from duty for drug testing, the supervisor must notify his superior.

12.0 Employee's Responsibilities

- 12.1 It is each employee's responsibility to be fit for duty when reporting for work and to inform his or her supervisor if he or she is under the influence of prescription medication which may affect job performance or safety.
- 12.2 In the event an employee observes behavior which raises a doubt as to the ability of a co-worker to work in a safe and reliable manner, the employee should report this behavior to his/her supervisor.
- 12.3 Employees who voluntarily or, as a condition of continued employment, enter a drug or alcohol treatment and/or rehabilitation program must participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment for the treatment and/or program to the extent not covered by medical insurance provided by the Employer. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination of employment.
- 12.4 **Reserved**

13.0 **Employee Education**

- 13.1 Employees and supervisors will be required to participate in a drug-free awareness program on an annual basis. The program will inform employees about the following:
- (a) The legal, social, physical, and emotional consequences of the use, misuse, and/or abuse of drugs or alcohol;
 - (b) The District's commitment to maintain a drug-free workplace;
 - (c) Available drug counseling, rehabilitation, and employee assistance programs;
 - (d) Assistance in identifying personal and emotional problems which may result in the misuse of alcohol or drugs; and
 - (e) The penalties which may be imposed by the District on employees for drug abuse violations occurring in the workplace.

14.0 **Rights Under Collective Bargaining Agreements**

- 14.1 Employees who are covered under any collective bargaining agreement between the District and any certified labor organization will have the right to file a grievance regarding discipline imposed by the District as a result of a violation of this Policy if said grievance is permitted to be filed pursuant to the collective bargaining agreement and have the right to appeal to the Public Employees Relations Commission or applicable court.

15.0 **Testing Pursuant to the Drug-Free Workplace Policy**

- 15.1 Types of Testing: In order to maintain a drug or alcohol free work environment and in accordance with Florida's Drug-Free Workplace Program, Section 440. 101, et seq., Florida Statutes, as amended, and applicable administrative regulations, the District will test for the presence of drugs and/or alcohol in the following circumstances:
- 15.2 Pre-employment: All job applicants who have been offered a position of employment in a safety-sensitive or special-risk positions must submit to a drug and/or alcohol test before beginning employment or work with the District.
- 15.3 Reasonable Suspicion: Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined in this policy) will be required to submit to a drug and/or alcohol test.
- 15.4 Reserved
- 15.5 Follow up: All employees who have entered an employee assistance program (EAP) or rehabilitation program for drug and/or alcohol abuse must take drug and/or alcohol tests as identified in Section 9.5. This requirement may be waived in the sole discretion of the District when an employee voluntarily enters a drug treatment program before disciplinary action has been taken.
- 15.6 Post Accident or Injury: All employees who are involved in an accident or injury to an employee which requires medical treatment occurring while at work which was caused, or contributed to, by the employee, the employee must take a drug and/or alcohol test after administration of emergency medical treatment. If it cannot be determined who was driving the District vehicle at the time of the accident, then anyone who was in the vehicle during the applicable time period will be required to submit to testing.
- 15.7 Random Testing for Safety-Sensitive or Special-Risk Employees: Safety-sensitive and special-risk employees are subject to random testing such that the District will administer the same number of tests each fiscal year as there are members in the Collective Bargaining units or agreements. Random testing shall be conducted via an unbiased selection procedure, as agreed upon by the parties.

16.0 **Consequences of Refusing a Drug Test**

16.1 An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination of employment. An employee who provides a diluted sample may, depending upon the circumstances, be deemed to have refused to submit to the drug test.

16.2 A job applicant who refuses to submit to a drug test will not be hired.

17.0 **Actions Following Positive Confirmed Test:**

17.1 An employee who tests positive on a confirmation test will be immediately suspended without pay, and subject to discipline, up to and including termination. If the problem is correctable, the Emergency Services Director, at his discretion, may allow the employee an opportunity for rehabilitation through a last-chance agreement. Any such last-chance agreement shall include a provision for random drug testing for two (2) years from the date of the agreement, and successful completion of any treatment program recommended by a healthcare professional. The employee shall be responsible, through his insurance or otherwise, for the cost of the random testing and treatment program. Under no circumstances shall an employee be allowed to return to work prior to receiving a negative test result.

17.2 Refusal of a last chance agreement: If an employee is offered an opportunity to enter into a last-chance agreement and refuses to do so, the employee will be immediately terminated.

17.3 Treatment program requirements: Employees who have been provided with an opportunity to enter into a treatment and/or rehabilitation program as part of a last-chance agreement must meet all requirements of that program including any required aftercare. Failure to follow or complete the treatment and/or rehabilitation program or a subsequent positive confirmed drug test will result in immediate termination of employment.

17.4 The employee or job applicant who receives a positive confirmed test result may contest or explain the result to the Medical Review Officer (MRO) within five (5) working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the employer. The drug test result may be contested pursuant to law or to rules adopted by the AHCA.

18.0 **Reporting of Use of Medication:** Employees and job applicants may confidentially report the use of prescription or non-prescription medication to the MRO through the Emergency Services Director, or his or her designee, both before and after having a drug test.

19.0 **Notice of Common Medications:** A list of the most common medications by brand name or common name, as applicable, as well as chemical name, which may alter or affect a drug test, is attached. Employees and job applicants should review this list prior to submitting to a drug test.

20.0 **Medication Information:** An employee or job applicant may consult with the Employer's MRO or the testing laboratory for technical information regarding prescription and non-prescription medication.

21.0 **Drugs to be Tested**

21.1 Drug testing may be required for any or all of the following drugs:

1. Alcohol, including distilled spirits, wine, beer, and intoxicating liquors;
2. Amphetamines;
3. Cannabinoids;
4. Cocaine;
5. Phencyclidine (PCP);
6. Hallucinogens, as approved by the Florida Administrative Code;
7. Methaqualone;
8. Opiates;
9. Barbiturates;
10. Benzodiazepines;
11. Synthetic narcotics (Methadone and Propoxyphene);
12. (intentionally left blank)
13. A metabolite of any of the substances listed herein.

21.2 Drug cut off levels -- Initial Drug Test: All levels equal to or exceeding the following shall be reported as positive:

Alcohol 0.05 gl/dl%
Amphetamines 1,000 ng/ml
Cannabinoids 50 ng/ml
Cocaine 300 ng/ml
Phencyclidine 25 ng/ml
Methaqualone 300 ng/ml
Opiates 300 ng/ml
Barbiturates 300 ng/ml
Benzodiazepines 300 ng/ml
Synthetic Narcotics 300 ng/ml
Methadone 300 ng/ml
Propoxyphene 300 ng/ml

21.3 Drug cut off levels -- Confirmation Drug Test: All levels equal to or exceeding the following shall be reported as positive:

Alcohol 0.05 gl/dl%*
Amphetamines 500 ng/ml
Cannabinoids 15 ng/ml
Cocaine 150 ng/ml
Phencyclidine 25 ng/ml
Methaqualone 150 ng/ml
Opiates 300 ng/ml
Barbiturates 150 ng/ml
Benzodiazepines 150 ng/ml
Synthetic Narcotics 150 ng/ml
Methadone 150 ng/ml
Propoxyphene 150 ng/ml

*Testing laboratories will report all quantitative alcohol test results above 0.05 % to the MRO who will be responsible for reporting results to the Employer. Percent by weight of alcohol in blood is based upon grams of alcohol per 100 milliliters of blood.

22.0 **Reasonable Suspicion Drug Testing**

- 22.1 Employees will be required to submit to drug and/or alcohol testing when the Emergency Services Director, or his or her designee, has "reasonable suspicion" as defined in this Policy, to believe that an employee is using or has used drugs or alcohol in violation of this Policy. The supervisor will document the circumstances which formed his or her determination. A copy of this documentation will be given to the employee prior to testing.

23.0 Confidentiality and Records Maintenance

- 23.1 Confidentiality of records concerning drug testing pursuant to the Drug Free Workplace Policy will be maintained by the District in accordance with Florida law. All information, records, and drug test results in the possession of the District, laboratories, employee assistance programs (EAP), and drug and alcohol rehabilitation programs will be kept confidential. No such program's information or records will be released unless written consent, signed by an employee or job applicant, is provided or unless disclosure of such information or records is compelled by court order. The District may also disclose such information when relevant in any civil, disciplinary, or administrative hearing if required or compelled. The District will maintain records concerning drug testing separate and apart from a job applicant or employee's personnel file.

24.0 Challenge of Test Results of Drug Test Under Florida Law

- 24.1 An employee or job applicant who receives a positive confirmed test result may challenge the result by requesting retesting at the employee's expense.

25.0 Medical Review Officer's Responsibilities for Testing Under Florida Law

- 25.1 The Medical Review Officer (MRO) shall fully comply with all of the requirements set forth in Rule 59A-24.008 Florida Administrative Code, as it may from time to time be amended. The MRO shall be a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, chain of custody collection procedures, and medical use of prescription drugs and pharmacology and toxicology of illicit drugs.

**Indian River County Emergency Services District
Over-the-Counter and Prescription Drugs Which Could Alter
Or Affect the Outcome of a Drug Test**

Alcohol

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's NyQuil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines

Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex

Cannabinoids

Marinol (Dronabinol, THC)

Cocaine

Cocaine HCL topical solution (Roxanne)

Phencyclidine

Not legal by prescription

Methaqualone

Not legal by prescription

Opiates

Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.

Barbiturates

Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

Benzodiazepines

Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax

Methadone

Dolophine, Methadose

Propoxyphene

Darvocet, Darvon N, Dolene, etc.

**Indian River County Emergency Services District
List of Drugs by Trade or Common Name**

Drugs Trade or Common Names

Narcotics

Opium	Dover's Powder, Paregoric, Parepectolin
Morphine	Morphine, Pectoral Syrup
Codeine	Tylenol with Codeine, Empirin Compound with Codeine, Robitussin A-C
Heroin	Diacetylmorphine, Horse, Smack
Hydromorphone	Dilaudid
Meperidine	(Pethidine) Demerol, Mepergan
Methadone	Dolophine, Methadone, Methadose
Other Narcotics	LAAM, Leritine, Numorphan, Percodan, Tussionex, Fentanyl, Darvon, Talwin, Lomotil

Depressants

Chloral Hydrate	Noctec, Somnos
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
Methaqualone	Quaalude
Glutethimide	Doriden
Other Depressants	Equanil, Miltown, Noludar, Pacidyl, Valmid

Stimulants

Cocaine	Coke, Flake, Snow, Crack
Amphetamines	Biphphetamine, Delcobese, Desoxyn, Dexedrine, Mediatric
Phenmetrazine	Preludin
Methylphenidate	Ritalin
Other Stimulants	Adipex, Bacarate, Cylert, Didrex, Ionamin, Plegine, Pre-Sate, Sanorex, Tenuate, Tepanil, Voranil

Hallucinogens

LSD	Acid, Microdot
Mescaline and Peyote	Mesc, Buttons, Cactus
Amphetamine Variants	2,5-DMA, PMA, STP, MDA, MDMA, TMA, DOM, DOB
Phencyclidine	PDP, Angel Dust, Hog
Phencyclidine Analogs	PCE, PCP, TCP
Other Hallucinogens	Bufotenine, Ibogaine, DMT, DET, Psilocybin

Cannabis

Marijuana	Pot, Acapulco Gold, Grass, Reefer, Sinsemilla, Thai Sticks
Tetrahydrocannabinol	THC
Hashish	Hash
Hashish Oil	Hash Oil

Definitions

1. **Alcohol** means ethyl alcohol (ethanol) and includes a distilled spirit, wine, a malt beverage or an intoxicating liquor. For purposes of this policy, alcohol is considered to be a drug. Thus, any reference to drugs and/or drug testing includes alcohol and/or alcohol testing.
2. **Drugs** means alcohol, an amphetamine, a cannabinoid, cocaine, phencyclidine (PCP), a hallucinogen (as earlier identified in Section 21.1), methaqualone, an opiate, a barbiturate, a benzodiazepine, a synthetic narcotic, or a metabolite of any of the substances listed in this policy. An employer may test an individual for any or all of such drugs.
3. **Job Applicant** means a person who has applied for a special-risk or safety-sensitive position with the Employer.
4. **Employee** means an individual who works for the Employer on a full-time or part-time basis and receives salary, wages, or compensation.
5. **Drug Test.**
 - a. “Drug test” means any chemical, biological, or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services (HHS) or licensed by the Agency for Health Care Administration (AHCA), for the purpose of determining the presence or absence of a drug or its metabolites.
 - b. Drug testing may require the collection of blood, urine, breath, or saliva of an employee or job applicant. The Employer has the right to use more accurate, scientifically accepted methods which may be approved in the future by the FDA or AHCA as such technology becomes available in a cost-effective method.
 - c. “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 FDA or AHCA as such more accurate technology becomes available in a cost-effective form.
 - d. “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 accountability at each stage in handling, testing, and storing specimens and reporting test results.
 - e. “Confirmation 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.
6. **Positive Confirmed Test or Confirmation Test** means a second analytical procedure which confirms a positive result from an initial drug test in accordance with with the Florida Drug-Free Workplace.
7. **Medical Review Officer (MRO)** means a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures, who is responsible for receiving and reviewing all positive confirmed test results, and who is responsible for contacting all individuals who tested positive in a confirmation test to inquire about possible medications which could have caused a positive result in accordance with Rule 59A-24.008, FAC.
8. **Prescription or Non-Prescription Medication** means a medication obtained pursuant to a prescription as defined by Section 893.02, FS, 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.
9. **Reasonable Suspicion Drug Testing** means drug testing based on a belief that an employee is using or has used drugs in violation of this 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:

- a. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - c. A report of drug use, provided by a reliable and credible source.
 - d. Evidence that an individual has tampered with drug test during his employment with the current employer.
 - e. Information that an employee has caused, or contributed to, an accident while at work.
 - f. 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.
10. **Safety-Sensitive Position** means, with respect to a public employer, a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to s. 110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person, such as driving a vehicle or operating equipment or heavy machinery.
11. **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.
12. **Specimen** means urine, blood or saliva, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the FDA or the AHCA.
13. **Emergency Services Director's designee** means the Fire or EMS Chief is designated to act on behalf of the Emergency Services Director as relates to the Drug-Free Workplace Program, to the extent authorized by the Director.