

**Executive Summary
Tentatively Agreed Articles
IAFF, Local 2969
Supervisory Agreement Negotiations**

Article 1 – UNION RECOGNITION

- No changes

Article 2 – COMPLIANCE WITH EMPLOYMENT LAWS

- No changes

Article 3 – MANAGEMENT RIGHTS

- No changes

Article 4 – GOVERNING DOCUMENTS

- No changes

Article 5 – PREVAILING RIGHTS

- No changes

Article 6 – UNION ACTIVITIES

6.08 Union Time Pool. Changed amount of leave deducted from dues paying members annually from 1 hour to 2. Changed the Union's right to request an additional 0.5 hours of annual leave deducted from dues paying members from once to twice annually.

Article 7 – DUES DEDUCTION

- No changes

Article 8 – UNION COMMUNICATIONS

- No changes

Article 9 – COPIES OF IMPORTANT DOCUMENTS

- No changes

Article 10 – LICENSE AND QUALIFICATIONS

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- No changes

Article 11 – RESERVED

- No changes

Article 12 – PHYSICAL EXAMINATIONS

- No changes
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Article 13 – WAGES

13.11 Step Plans. New step plan will be attached as an Appendix.

Article 14 – HOURS OF WORK

- No changes

Article 15 – PROHIBITION OF STRIKES

- No changes

Article 16 – ADDITIONAL COMPENSATION

16.03 Lump sum payments for time worked as District Chief other than his/her primary assigned shifts were updated as follows:

Additional Shift	Amount of Pay
1/12 shift	\$79.50
2/12 shift	\$159.00
3/12 shift	\$238.50
4/12 shift	\$318.00
5/12 shift	\$397.50
Half Shift	\$477.00
7/12 shift	\$556.50
8/12 shift	\$636.00
9/12 shift	\$715.50
10/12 shift	\$795.00
11/12 shift	\$874.50
Full shift	\$954.00

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Article 17 – COMPENSATORY TIME

- No changes

Article 18 – SHIFT EXCHANGES

- No changes

Article 19 – ANNUAL LEAVE

- No changes

Article 20 – SICK LEAVE

20.07 B. Time to notify Telestaff or Staffing Office of the need to use sick leave changed from 6:00 hours to 5:30 hours. This was agreed to in the prior contract but the language was not updated in the final version.

Article 21 – HOLIDAYS

- No changes

Article 22 – ADMINISTRATIVE LEAVE

- No changes

Article 23 – MILITARY LEAVE

- No changes

Article 24 – JURY DUTY

- No changes

Article 25 – VOTING

- No changes

Article 26 – EMERGENCY LEAVE

- No changes

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Article 27 – MATERNITY/PATERNITY LEAVE

- No changes

Article 28 – LEAVE OF ABSENCE WITHOUT PAY

28.05 Language was added to clarify the option to use current leave bank to supplement pay group health and optional coverages while on a leave of absence.

Article 29 – INJURY BENEFITS

- No changes

Article 30 – Reserved

- No changes

Article 31 – LIGHT DUTY

- 31.01** Provides discretion to the Fire Chief to offer additional hours of work for members on a 24/48 schedule and moved to a 40-hour schedule.
- 31.04** Clarifies the hourly rate for members who work a 24/48 schedule but are placed on light duty due to pregnancy or workers compensation.
- 31.05** Clarifying accrual of sick leave and annual leave while on light duty.
- 31.06** Clarifying leave payout for members who separate while on light duty.

Article 32 – COURT APPEARANCES

- No changes

Article 33 – LEGAL REPRESENTATION

- No changes

Article 34 – INVESTIGATIONS

- No changes

Article 35 – DISCIPLINE AND DISCHARGE

- No changes

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Article 36 – DEMOTIONS

- No changes

Article 37 – REDUCTIONS IN FORCE

- No changes

Article 38 – INFORMATION TO THE UNION

- No changes

Article 39 – GRIEVANCES AND ARBITRATION

- No changes

Article 40 – SENIORITY

These changes allow for experienced individuals to be hired at a comparable step (up to step 5) rather than requiring applicants with qualified experience to be hired at step 0. This is expected to help recruitment of skilled professionals.

40.01 E. Establish definition of “Pay Seniority”.

40.04 Establish the parameters of placing applicants with prior experience in an initial step above step 0, but no higher than step 5.

Article 41 – PROBATIONARY EMPLOYEES

- No changes

Article 42 – NON-DISCRIMINATION

- No changes

Article 43 – TRANSFERS AND BIDS

- No changes

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Article 44 – WORK OUT OF CLASS

- No Changes

Article 45 – PROMOTIONAL OPPORTUNITIES

45.01 Examination points updated:

Written Exam-	15 points
Tactical Skill-	30 points
Assessment process-	20 points
Interview/resume-	35 points

45.01 & 45.07 Change the word “vendor” to “agency”

45.02A. Captain requirements.

Requirement of at least 3 years of continuous years of service with BCFR as a Lieutenant (changed from 5 years) to be eligible for the position of Captain.

45.09 Promotion from the Eligibility List

- The Fire Chief has the discretion to select from the top 7 qualified candidates on the promotional list. Previously, it this discretion was applicable to the top 5 qualified candidates.

45.10 A. and 45.10 B.

A new test date can be posted and a new promotional list can certified prior to expiration if the old promotional list has 3 or less remaining candidates.

Article 46 – OUTSIDE EMPLOYMENT

- No changes

Article 47 – EDUCATION

- No changes

Article 48 – TRAINING

- No changes

Article 49 – HEALTH AND WELLNESS PROGRAM

- No changes

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Article 50 – SUBSTANCE ABUSE TESTING

Removes references to nicotine/tobacco throughout the article in order to eliminate those substances from the random testing program. In conjunction with this, refer to the changes made to the Anti-Tobacco Policy (Article 65).

Updates language throughout the Article to remove references to “shall be terminated” and replace with “subject to discipline up to and including termination”. This allows for due process and the ability for the Department to assess each case involving substance abuse/drug testing independently on its own merits.

In Article 50.18, language is added to require a unit member to report within 24 hours of entering into a drug or alcohol rehabilitation program in order to allow the Department to provide support, staffing coverage and avoid unreported absences.

Article 51 – EMPLOYEE ASSISTANCE

- No changes

Article 52 – HEALTH AND WELFARE (INSURANCE)

- No changes

Article 53 – HEALTH AND SAFETY

- No changes

Article 54 – UNIFORMS AND EQUIPMENT

- No changes

Article 55 – REIMBURSEMENT FOR DAMAGED PERSONAL EFFECTS

55.01 Updates the amount of reimbursement for personal items for watches (increased from \$50) and cell phones (increased from \$100) as follows:

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Item	Maximum Contribution by County
Watch	\$100.00
Eyeglasses	\$100.00 for frame; \$50.00 for each lens
Contact Lenses	\$20.00 for each lens
Retainers	\$40.00
Dentures	\$120.00
Cell Phone	\$200.00

In addition, the following section was added:

55.05 Reimbursement for damaged personally owned property detailed in 55.01 is limited to two (2) incidents in a calendar year unless otherwise approved by the Fire Chief. Item must be inoperable; in the case of an insurance deductible the reimbursement will be the actual cost of the deductible for the same unit up to the maximum allowable amount. Proof of purchase shall be provided to the department within 14 days following the incident.

Article 56 – MILEAGE ALLOWANCE

- No changes

Article 57 – RESERVED

- No changes

Article 58 – SECURITY

- No changes

Article 59 – SUSPENSION OF AGREEMENT DURING EMERGENCIES

- No changes

Article 60 – RESERVED

- No changes

Article 61 – SEVERABILITY

- No changes

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Article 62 – DAMAGE TO COUNTY PROPERTY

- No changes

Article 63 – VIOLENCE IN THE WORKPLACE

The following anti-hazing policy language was added:

63.06 Anti-Hazing.

As part of its commitment to promoting a safe and healthy environment for all staff, including unit members, and cultivating a culture that fosters respect for the dignity and rights of all its employees, the County does not tolerate hazing activities by any employees and/or unit members.

No unit member shall initiate, participate in, or be witness to any act that inflicts or intends to inflict physical or mental harm or discomfort or which may demean, disgrace, coerce, intimidate or degrade any person, regardless of location, intent, or consent of participant(s).

Participating in acts of hazing or failure to report acts of hazing shall be subject to discipline up to and including termination.

Article 64 – RESERVED

- No changes

Article 65 – ANTI-TOBACCO/NICOTINE POLICY

In conjunction with changes to Article 50, Article 65 was updated to allow the Department to require nicotine testing at annual physicals and/or to determine eligibility for benefits under the Firefighter Cancer Bill (§112.1816, Florida Statutes), the Heart and Lung Bill (112.18, Florida Statutes) or as otherwise required under Florida Law. This does not change the requirement set forth in Florida law that firefighters must be tobacco free to at least 1 year prior to being hired.

Article 66 – FINANCIAL HARDSHIP

- No changes

Article 67 – DURATION OF AGREEMENT

Duration dates updated to reflect a 3-year contract for the period of October 1, 2024 through September 30, 2027.

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The parties have the option to request a re-opener on wages for Year 3. If requested, both parties may include two additional articles for the re-opener negotiations. Deadlines to request the re-opener and additional 2 articles are set forth in the Article.

Language establishing that wage adjustments set forth in Article 13, including the Year 1 step and longevity, shall be retroactive for October 1, 2024 for unit members employed by the County as of the date of ratification. Retroactive payments are intended to be completed within 60 days after ratification.