

COLLECTIVE BARGAINING AGREEMENT

Between

**POLK COUNTY BOARD OF COUNTY
COMMISSIONERS**

And

**POLK COUNTY PROFESSIONAL
FIREFIGHTERS
I.A.F.F., LOCAL 3531**

(BATTALION CHIEFS)

Expires September 30, 2015

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PREAMBLE

THIS AGREEMENT is entered into between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County", and POLK COUNTY PROFESSIONAL FIRE FIGHTERS, I.A.F.F., LOCAL 3531 (Battalion Chiefs), hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services, which vitally effect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I **RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, and in accordance with the Certification number 1563 from the Florida Public Employees Relations Commission dated October 7, 2005, for regular full time employees employed in the classification of Battalion Chief. Excluded are: Firefighters, Engineers, Lieutenants and other members of the rank and file unit, Fire Rescue Chief, Assistant Chief, Deputy Chiefs, Public Information Officer, all other non-certified employees of the fire department, and all other employees of Polk County.

ARTICLE II **REPRESENTATIVES OF PARTIES**

Section 1. The County agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the County of the name (s) of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

Section 2. The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the County Manager or his designated representative in matters requiring mutual consent.

ARTICLE III **COUNTY'S MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by any provision of the Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the

management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operation, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the County; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary to the orderly and efficient operation of its various operations, functions and/or services. The Union will be given an opportunity to voice their position to management or the BoCC if privatization becomes a serious consideration.

Section 2. If in the sole discretion of the County Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the County during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended. During such emergency, no firefighter shall be discharged without just cause. Any such discharge occurring during such period shall be subject to the grievance procedure contained herein upon the conclusion of such emergency.

Section 3. The County shall have the right to utilize such part-time employees in the Fire Services Department as it deems appropriate, subject to the following conditions:

A. Part-time employees shall be assigned such work hours and schedules as may from time to time be determined by the Chief or his authority. No part-time employee may exceed 120 hours in a 14 day pay period without authorization from the Chief. The Chief will make a written justification available to the President of the Union.

B. Part-time employees shall be subject to the same certification, minimum standards, qualifications, and work rules as are required of full time firefighters.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1. A grievance is any dispute which may arise concerning the application, meaning or interpretation of this agreement which shall be settled in the following manner.

Section 2. All dues paying members who file a grievance shall be accompanied by a union representative at each step of the grievance procedure. However, nothing in this

article shall require the union to process grievances from employees who are not dues paying members of I.A.F.F., Local 3531. Employees of the bargaining group who are not dues paying members may file grievances on their own behalf and do not have to notify the union of their intent to file a grievance. Any threat towards an employee in an effort to prevent such employee from filing a grievance shall be a violation of this contract.

Section 3. The employee, either alone or accompanied by the representative, shall present the grievance as set forth below. Every effort will be made by the employees, the Union and the County to adjust grievances informally and promptly at the first step with his/her immediate supervisor.

Note: All grievances will be accompanied by the approved grievance tracking sheet which will be signed by each party at each step. It is expected that each written grievance will contain sufficient details for the reviewing manager to understand and respond to the issues involved. Only the original grievance (in its original state) will be passed and heard at each step of the process. However, if supporting evidence comes to light during the process (that could not have reasonably been discovered at the onset of the grievance), then such evidence may be introduced at any step of the process at which it is discovered. At this point, any official who has already heard the grievance has the option to rehear the grievance considering the new evidence, using the standard time lines for each party.

Step 1. The grievance shall be presented orally to the employee's immediate supervisor within ten (10) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within ten (10) calendar days to the employee and his representative if one was present. NOTE: For clarification, an example of the time limits would be that if a grievance is filed on the 5th of the month, then the deadline for response would be the end of business on the 15th)

Step 2. If the employee is not satisfied with or does not receive a timely reply in Step 1, within ten (10) calendar days thereafter the grievance shall be presented in writing to the appropriate Deputy Fire Rescue Chief. The Deputy Fire Rescue Chief shall meet with the employee (and his/her representative where applicable) and reply in writing within ten (10) calendar days after receipt of the written grievance. Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent cases unless mutually agreed to the contrary in writing.

Step 3. If the employee is not satisfied with or does not receive a timely reply in Step 2, within ten (10) calendar days thereafter he/she or they may present the written grievance to the Fire Rescue Chief. The Fire Rescue Chief shall meet with the aggrieved employee (and representative, if applicable), within ten (10) calendar days after receipt of the written grievance and endeavor to reach an adjustment of the grievance. The Fire Rescue Chief shall give a written answer within ten (10) calendar days of this meeting.

Step 4. If the employee is not satisfied with or does not receive a timely reply in Step 3, within ten (10) calendar days thereafter the grievance shall be presented in writing to the Deputy County Manager. The Deputy County Manager shall meet with the employee (and his/her representative, if applicable) within ten (10) calendar days of receiving such written grievance. The Deputy County Manager will then respond in writing within ten (10) calendar days of meeting with the employee.

Step 5. If the Union or the employee is not satisfied with the Deputy County Manager's resolution of the matter, he/she or they may proceed to those procedures and conditions of Article V (Arbitration).

Section 4. Time limits may be extended upon mutual consent in writing by the employee or the Union and the County. The Deputy Fire Rescue Chief, the Fire Rescue Chief and the Deputy County Manager may appoint designees to handle grievances on their behalf.

Section 5. The Union may present a reasonable number of witnesses if it so requests when the matter is taken to Step 3 of the grievance procedure.

Section 6. Fire Rescue Division management will notify the union (in writing) when a grievance is filed by anyone in the bargaining unit.

Section 7. Nothing in this Article shall preclude the Union from taking a matter to the Public Employees Relations Commission in an appropriate case.

Section 8. For bargaining group personnel, Article IV supersedes the Employee Handbook grievance procedure in all cases, EXCEPT when the issue is Termination, Performance Improvement Probation, Suspension without Pay, or Involuntary Demotion. When a bargaining group employee is recommended for termination, Performance Improvement Probation, Suspension without Pay, or Involuntary Demotion, such employee has ONE of the following choices:

1. He/she may initiate a "contractual" grievance, which may allow them to eventually go to arbitration (Article V), if necessary, and if the issue meets all requirements to go to arbitration. In this case, the grievance must be filed starting at Step 3 (Fire Rescue Chief) within ten (10) calendar days of the recommendation for such disciplinary action, but the action may take effect immediately when the employee is given notice of such disciplinary action. This means' for example, if an employee is terminated, the termination may take place immediately, and there is NO provision for the employee to be placed on PAID suspension during the rest of the entire process. However, if the decision to terminate (for example) is over-turned during the process, the employee may be reinstated and may be eligible for back pay to the date of termination.

OR

2. Within seven (7) calendar days, the employee may choose to request a Pre Disciplinary Hearing under the terms and conditions of the Employee Handbook,

Sections 13.01 and 13.02, which does provide that the employee may be placed on PAID suspension until such time as the Hearing Officer makes his/her decision. If this option (2) is selected by the employee, then the next and ONLY other administrative redress (appeal) they may seek is a hearing in front of the Employee Relations Council, per Employee Handbook section 13.03 (and under procedural rules, section 13.05).

Section 9. Whenever a member covered by this agreement is subject to an investigation, such investigation shall start as expeditiously as possible, but no later than ten (10) calendar days of management's knowledge of the incident which required the investigation. The investigation must be complete within twenty-one (21) calendar days of the beginning of such investigation. If more time will be required to begin or to complete the investigation, the investigating officer shall explain, in writing, as to the need for the extension of the investigation to the union representative responsible for any and all union grievances. Any and all investigative findings (discipline or absolve) of such investigation shall be brought to the attention, in writing, to the firefighter being investigated within seventy-two (72) hours of the completion of the investigation as to not have any member covered by this agreement endure undue stress in their working environment. Nothing in Section 9 applies to a criminal investigation performed by an outside law enforcement agency.

ARTICLE V **ARBITRATION**

Section 1. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder.

A. The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested.

B. A demand for arbitration has been made in writing within thirty (30) calendar days from and after receiving the Deputy County Manager's answer.

C. The grievance was processed within the time limits set forth in Article IV. An arbitrator hereunder shall only have jurisdiction to determine whether or not the County violated the identified contract provision in the respect alleged in the written demand for arbitration.

Section 2. Where mutually agreed, grievances appealed to arbitration may be mediated within fifteen (15) days of either party requesting arbitration, and upon mutual agreement, the parties will schedule a mediation conference to be held at the earliest available date. The parties shall mutually agree on the selection of a mediator. The mediation conference will normally be held in either the County or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.

All written material that is presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings, however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

The County and Union spokesperson at the mediation conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference shall not be precedent-setting, unless both parties agree.

If no settlement is reached during the mediation conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.

In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the mediation conference shall not be referred to at the arbitration hearing.

The parties will share equally the costs associated with mediation.

Section 3. In the event that the parties cannot mutually agree on the selection of an arbitrator within ten (10) working days the party seeking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list with the party initiating the grievance striking first and the remaining name shall be the arbitrator. The arbitrator shall promptly conduct the hearing on the grievance at which both parties shall be permitted to give evidence and argument. The decision of the arbitrator shall be rendered in writing and shall be final and binding on all parties.

Section 4. The arbitrator shall neither add to, subtract from, nor modify the provisions of this contract. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 4.1 In case of a grievance involving any continuing or other money claim against the County, no award shall be made by the arbitrator which shall allow any amount for more than five (5) calendar days prior to the date when such grievance shall

have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence. The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.

Section 5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring transcripts of the arbitration proceedings shall bear the cost of the same.

ARTICLE VI **UNION STEWARDS**

Union Stewards shall not investigate or otherwise handle grievances during working time without the express consent of their immediate supervisor, which consent shall not be unreasonably withheld. The Union shall notify the County in writing of the name of its Union Stewards.

Working Time - Times when the employee is supposed to be working. Working time includes the working time of the Union Steward and any employee whom the Union Steward may be communicating with. Working Time does not include meal breaks, coffee breaks or other break periods subject to having to respond to an emergency at any time.

ARTICLE VII **PROHIBITION OF STRIKES**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted use of sick leave, the concerted submission of resignations, picketing in furtherance of work stoppage, sympathy strikes or honoring of picket lines while on duty, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with Polk County, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the County.

The Union agrees that during the term of this Agreement it shall not participate in, authorize, condone, excuse, ratify, instigate or support in any manner any strike, as defined in this Article.

Should the Union or employees covered hereunder breach this Article, the Union agrees that the County shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain

an injunction against such breach; that the County may recover from the Union, or its successor in interest, such damages as may be incurred and that the County may take any other action or recourse authorized or available under the law. The Union may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above activities. Once participation has been established, the County's actions are no longer subject to the grievance and arbitration procedure.

Employees covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participation in a strike against the County, by instigating or supporting in any manner, a strike. Any violator of this section shall subject the violator(s) to the penalties as provided for by this Agreement, law, and the rules and regulations of the County.

Any employee covered by this Agreement who violates any of the provisions of this Article shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any violations of this Article. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees collective Bargaining Statutes shall, if appointed, reappointed, employed or re-employed by the County, serve a six (6) month probationary period following the reappointment or reemployment, and the compensation may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

ARTICLE VIII **NON DISCRIMINATION**

The County and the Union agree not to discriminate against any employee for their legal activity on behalf of the County or any Union; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, sex, disability, marital status, or Veteran status.

Furthermore in matters of employee disability, the parties acknowledge that the County may take any action necessary to comply with the requirements of the Americans with Disabilities Act and such action shall not be considered a violation of any provision of this Agreement nor shall such action be used as evidence of precedent or past practice in any subsequent action.

ARTICLE IX **EXISTING RULES AND PRACTICES**

The County policies and procedures, including the Employee Handbook and Fire Rescue SOPs are hereby incorporated by reference into this Agreement. This includes numbered memos which are to be attached as an appendix to the SOPs. Where there

is a conflict between these policies, procedures, Employee Handbook and SOPs and the express terms of this Agreement, the Agreement will prevail. The Union agrees that such policies, procedures, Employee Handbook and SOPs may be formulated, amended, revised and implemented at the sole and exclusive discretion of the County; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the County shall provide at least ten (10) calendar days notice of such change to the Union President, in writing, with the exception of those changes which, if not implemented immediately, would pose a safety risk to employees or the public. Relative to any such contemplated changes, the Grievance and Arbitration provisions of this Agreement shall be limited to whether or not such contemplated changes are arbitrary, capricious and/or violate the express terms of this Agreement. Any such grievance shall be initiated, in writing, at the fourth (4th) step of the Grievance procedure within ten (10) calendar days of notification of such contemplated change(s).

ARTICLE X **PROBATIONARY PERIODS**

Section 1. The probationary period for persons employed under this Agreement shall be twelve (12) months from the date of hire provided, however, the initial probationary period may be extended an additional six (6) months at the discretion of The Fire Rescue Chief. During such probationary period the employee may be discharged without recourse to the grievance procedure.

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which the hiring supervisor reviews the work performance of the individual. However, an employee who requests a voluntary demotion to a position which he/she previously occupied as a non-probationary employee within The Division shall not be required to serve a trial period. A person shall serve a "trial period" of six (6) months from the effective date of the action, which may be extended by The County for an additional six (6) months, provided such extension is neither arbitrary nor capricious and the Fire Rescue Chief justifies his decision in writing. Upon satisfactory completion of a promotional "trial period" The hiring supervisor shall submit both the "Completion of Trial Period Evaluation" form and a Personnel Action Form (PAF) indicating any amount of increase, if any. During such "trial period" the employee may be reduced to the highest available position below current position for which he/she is qualified and has previously held, provided such demotion is neither arbitrary nor capricious and the Fire Rescue Chief justifies his decision in writing.

Section 3. Employees, who receive two "needs improvement" and the rest satisfactory marks on their performance evaluation, shall be placed on three months performance improvement probation. Employees who receive more than two (2) "needs improvement" or who receive an "unsatisfactory" on their performance evaluation shall be placed on six months performance improvement probation. Regardless, during such

time, the employee and the supervisor shall devise an improvement plan to assist the employee in improving their performance, which will require formal monthly follow-up reviews. In the former situation, [two (2) needs improvement] if the employee's performance does not reach the satisfactory level within three months, the probation may be extended another three months and a change of supervisor may be considered. If performance doesn't improve to the satisfactory level after six months, however, the employee may be considered for termination. In the latter situation [an unsatisfactory or more than two (2) needs improvement], if the employee's performance does not reach the satisfactory level within six months, the probation may be extended up to an additional six months and a change of supervisor may be considered, or the employee may be considered for termination. It should be noted that no employee will receive a "needs improvement" or "unsatisfactory" unless they have received prior formal counseling prior to the end of the evaluation year. If an employee feels that their performance evaluation is unfair, they may use the grievance procedure set forth in Article IV. However, such grievance regarding a perceived unfair performance evaluation may not be taken to arbitration.

ARTICLE XI **LAYOFFS AND RECALLS**

Section 1. Seniority is hereby defined as continuous full time length of service with the County Fire Rescue Division. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. When individuals have the same seniority date, birth date shall determine who is the most senior.

Section 2. In the event of a reduction in force, a "limited" bump and roll by seniority will occur, which will result in the least senior employee(s) actually being laid off. No employee may bump another employee unless they have greater department seniority, meet the minimum qualifications of the job and are capable of performing the duties of the position into which they elect to bump. When a more senior employee bumps a less senior employee, they will replace them in the same station and shift from which the less senior employee is displaced. The bump and roll will consist of one series only of "lateral" bumps per job class elimination, i.e. more senior employees bumping the least senior employees in a particular job class. Thereafter (until reaching the lowest job class level), employees may only bump "down" into lower job class positions for which qualified and into the duty station/shift of the employee they bump. Finally, the last group of employees who are displaced during bump and roll will replace the least senior employees in the bargaining group, who will ultimately be laid off from full time employment. Those ultimately laid off from full time employment will be placed in the Temporary Part-Time Pool. Examples: (1) Eliminate 1 firefighter position. Results in the least senior firefighter being laid off with no replacement or bumping; (2) Close one station, eliminating 3 lieutenants, 3 engineers and 3 firefighters. Results in (a) Most senior lieutenant in closing station bumps any of the 3 least senior lieutenants at their current duty station. Second most senior bumps one of the two remaining least senior lieutenants at their current duty station. The third lieutenant bumps the remaining least

senior lieutenant at their duty station; (b) using the same process as (a), by seniority, the 3 least senior lieutenants who are "bumped", plus the 3 engineers who are in the closing station will bump the 6 least senior engineers in their station locations; (c) again using the same process as (a), by seniority, the 6 bumped engineers, plus the 3 firefighters in the closing station will bump the 9 least senior firefighters in their stations; and finally (d) the 9 least senior employees who are bumped will be laid off and placed in the Temporary Part-Time Pool. The County shall notify the Union in writing at least thirty (30) days prior to the date of layoff of the number of employees to be laid off. Provided they are still qualified and able to perform the duties of the job, employees who remain employed but have been bumped to a lower classification during the lay off process will, by seniority, have the first opportunity to return to their higher classifications as positions become available. However, all station and shift assignments will continue to be done through the normal station and shift assignment procedures as described in Article XXVII of this contract. Employees recalled back to work from lay-off will be returned in reverse order of being laid off, i.e. most senior employees will be recalled first.

Any employee who is laid off and is re-employed in a regular classified position within one year of the effective date of lay off shall be reinstated:

1. With no loss of seniority for accrual of sick or annual leave,
2. At a rate of pay comparable to others in the same job classification with a comparable length of service,
3. With a reinstatement of sick leave hours not paid at the time of termination,
4. With immediate life and health insurance coverage.

Section 3. The County shall post annually a correct seniority list. At the time of posting, the County shall deliver a copy to the Union.

ARTICLE XII **PRE-EMPLOYMENT PHYSICAL EXAMINATION**

All applicants selected for employment, including those who have left county employment and return, must satisfactorily complete a pre-employment physical examination. The examination will be scheduled at a location designated by the County and will include a test for detection of illegal drugs. If the drug test is positive, the applicant will not be employed. The applicant may, however, elect to have a retest of the original (or split sample), for which they will be required to pay 100% of the cost. If the second test is negative, the County will reimburse the test cost to the applicant and the applicant will be eligible for employment. All applicants must submit completed physical examination forms to the Human Resources Division before beginning work.

A bargaining unit employee may obtain a copy of the documents relating to the employee's annual physicals contained in the employee's medical file within the County's Wellness Center. The copies will be provided to the employee within a

reasonable period of time after the employee pays the applicable copying costs at the rate of one dollar (\$1.00) per page. Other documents in the employee's personnel file are available to the employee under the provisions of Chapter 119, Florida Statutes.

ARTICLE XIII **SUBSTANCE ABUSE POLICY**

The parties agree that the County's Drug Free Workplace Policy (as written in the Employee Handbook and revised as of October 1, 2007) is applicable to employees in the bargaining unit provided that the provisions of the April 2007 Drug Free Workplace Policy relating to post-accident testing will remain in full force and effect and are incorporated into this Agreement by this reference. Should there be any change in the policy, the County agrees to notify the Union President in writing and give it an opportunity to bargain about the changes. If the union does not request to bargain about the changes within ten (10) calendar days after being notified, the change(s) will become effective on the eleventh (11th) day.

ARTICLE XIV **DUES CHECK-OFF**

Section 1. The County shall deduct dues and initiation fees owed by the employee to the Union on a bi-monthly basis; provided that prior to such deduction the Union has provided the County with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized, a copy of which is attached hereto and designated Exhibit "A". Deductions shall be made bi-monthly and forwarded to the Union within ten (10) days of said deduction.

Section 2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the County and the Union.

Section 3. The County will strive for accuracy in providing dues deduction service, but in the final analysis both the County and the Union agree that the claim for and the payment of dues is a matter to be settled between the Union and its members. Any liability for dues deducted by the County and paid over to the Union will be borne by the Union and not by the County. Therefore, the Union will indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

Section 4. Nothing contained herein shall require the County to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

ARTICLE XV **BULLETIN BOARDS**

The Union will be permitted to post notices on one standard size bulletin board to be furnished by the County for its sole use in each fire station location. This will be the same bulletin board that already exists for members of the rank and file unit. All notices posted shall be signed by a union officer and shall contain nothing political or derogatory to the County and/or any of its employees or officials. Such notices shall be limited to:

1. Union meetings,
2. Union appointments,
3. Union elections,
4. Results of union elections,
5. Recreational and social affairs of union.

All other notices shall require the written approval of the Fire Rescue Chief or his designee.

ARTICLE XVI **SAFETY AND HEALTH**

Section 1. The County and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public. The County shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment.

Section 2. All employees are required to have an annual medical examination including but not limited to blood test(s), hearing and vision exams, lung capacity exam, and EKG. In addition, all bargaining unit employees may elect to have an ultrasound medical examination conducted by a provider selected by the County's Procurement Department through a request for proposals; provided that the Labor-Management Safety and Health Committee will be involved in the development of the request for proposals and the selection of the successful proposal. The scheduling of the annual medical examination will be done by the County and the scheduling will insure that all employees covered by this collective bargaining agreement be given an opportunity to receive this examination while on duty. The employee is responsible for providing Fire Administration with timely documentation of their completed examination, and the provider selected by the Labor-Management Safety and Health Committee will provide documentation to the Fire Rescue Administration whether the employee is fit for duty. In the event that a bargaining unit employee incurs a work related injury and files a workers compensation claim with the County, or seeks treatment from the County Wellness Center, the Wellness Center will be entitled to receive a copy of any and all medical records relating to that employee that are in the possession of the provider selected to perform ultrasound scans. In that event, the bargaining unit employee will be required to execute such release or authorization as may be necessary to authorize the release of such medical records. The refusal of an employee to execute such

release or authorization shall be grounds for immediate termination of employment, and the parties agree that such termination will not be subject to the grievance and arbitration provisions of this Agreement. In the event that a bargaining unit employee is requested to execute a release of the employee's medical records, the Fire Rescue Chief or his designee and the Union President will be notified.

Section 3. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules promulgated for their protection. Safety clothing and protective devices shall consist of OSHA or NFPA required and approved bunker coat, safety glasses, pants, gloves, boots, helmet, nomex hood and SCBA with PASS device. Each employee will be provided with a personal SCBA mask. Each employee shall report any unsafe practice or condition of which they are aware to the officer in charge immediately.

Section 4. An employee may be subject to disciplinary measures for failure to observe safety rules or for failure to utilize provided safety equipment.

Section 5. There shall be established a joint Labor-Management Safety and Health Committee composed of three (3) representatives of the Union and three (3) representatives of the County. The Committee shall meet from time to time but no less than quarterly. The function of the Committee is to advise the Fire Chief concerning safety and health matters and to make recommendations to the Fire Chief which will improve safety and health conditions affecting employees. The Union shall also be allowed one (1) representative on the County Safety Committee.

Section 6. Each Fire Company Lieutenant shall schedule, workload permitting, a minimum of thirty (30) minutes of physical exercise (including warm up and cool down) for each twenty-four hour of duty. Bargaining unit employees must participate in this program. This exercise will be of nature and at locations as are currently approved the Fire Chief or his designee, or as may be subsequently agreed to by the Labor-Management Safety and Health Committee. Bargaining employees working a forty (40) hour week, workload permitting, may participate in up to a total of ninety (90) minutes of physical exercise (including warm up and cool down) each week. These exercise sessions shall normally be thirty (30) minutes in duration. The exercise sessions described in this section will not replace any of employees' current or assigned duties, and shall not interfere with employees' performance of current or assigned duties. The County shall provide and maintain exercise equipment in each station, including a treadmill and dumb bells.

ARTICLE XVII **HOURS OF WORK AND OVERTIME**

Section 1. Employees assigned to a duty schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty who work in excess of 106 hours in the established 14-day period shall be eligible for overtime pay at one and one-half (1-1/2) the regular hourly rate of pay.

It is the intent of the parties that 7K of the Fair Labor Standards Act, as amended, shall be applicable.

Section 2. Employees assigned to a forty (40) hour work week schedule who work in excess of forty (40) hours in the 7-day work week schedule shall be eligible for overtime pay at one and one-half (1-1/2) their regular hourly rate of pay.

Section 3. If called upon to work overtime, the employee is expected to do so.

ARTICLE XVIII **RATES OF PAY**

1. Notwithstanding any other provision of this Agreement or any previous Agreement, all bargaining unit employees will be frozen at their current pay rate in effect on September 30, 2014, except as provided in paragraph 2.

2. Effective October 1, 2014 (payroll period beginning September 29, 2014), bargaining unit employees will receive a two percent (2.0%) wage increase.

3. Employees on a disciplinary probation are not entitled to an increase while on probation, per the County Handbook.

The COLA is suspended until further notice.

Section 1: PAY PLAN ADJUSTMENT (COLA) METHODOLOGY

The pay plan adjustment to the minimum (step 0) of all pay ranges will be as follows: (a) After the COLA has been applied to the minimum of each pay grade, then new steps will be created by adding 3.5% to each step (1-12). Each employee's individual COLA adjustment will then be a function of the adjusted step in which they are paid on the COLA effective date. (b) No adjustment shall increase the employee's pay beyond the new maximum of the range. (c) If the employee is on disciplinary probation when raises are due, then he/she will not begin receiving the adjustment until the first full pay period following the date that they successfully complete such probation, and such increase

will not be paid retro-active. (d) Employees who are on "non-pay" status because of Workers' Compensation claim or leave of absence will receive no increase until actually returning to work. Upon return to regular employment status, the employee will receive the appropriate COLA adjustment beginning the pay period they return to work and will not be paid retroactive to the effective date for other employees. Any increases due to pay plan adjustments, annual steps, promotions, pay for performance or any other such reason will be calculated upon and added to the employee's "base" rate WITHOUT incentives. Any incentives for which an employee qualifies will be added back into the employee's "current" rate after any adjustments to their "base" rate. Base rate of pay is what an employee earns hourly without any incentives or premium pay. Current rate of pay is what an employee earns after all incentives and/or premiums are added to their base rate of pay.

Section 2. STEP PLAN

A. Description of Step Plan

Each pay grade will be divided into "steps", with the minimum of each grade being step 0 and the maximum of each grade being step 12. There will be 3.5% between each step, for a total approximate spread of 51% between the minimum and maximum of each grade. Any future cost of living increases will increase the minimum (step 0) of each pay by whatever percentage COLA is applied. Then, the steps in each pay grade will be adjusted by applying the 3.5% difference between each step starting at step 1.

B. Anniversary Step Increases:

Eligible employees will receive a one step increase on their "hire" date anniversary. Their step increase will be awarded in conjunction with receiving their annual performance evaluation, which will also be given on their "hire" date anniversary. The following criteria apply:

*The step increase will take effect at the beginning of the next full pay period following the employee's "hire" date anniversary.

*The step increase will apply only to the employee's "base" rate (without incentives). Incentives will then be added back into the employee's new "base" rate to create their new "current" rate.

*In the years following an employee's reaching the maximum of their pay range, our Employee Handbook Policy 6.09 (EXCEL) will apply.

*If an employee is already on performance improvement probation on their anniversary date, or if they are placed on performance improvement probation as a result of their anniversary evaluation, they will not receive a step increase until the beginning of the first full pay period following their removal from such probationary status. They will receive no retroactive consideration after returning to regular non-probationary status.

C. Promotions:

An employee who is selected for a promotion to a higher pay grade will have their current base rate increased to the minimum of the new pay grade or 5%, whichever is greater. If the 5% is greater (and not on an even step), then the employee will be placed into the step of the new pay grade which is the closest to, but higher than the 5%.

D. Lateral Transfers:

An employee who transfers from one job to another within the same job class, i.e., 56 hour to 40 hour schedule or visa versa, shall maintain their current step in the new pay grade.

An employee who accepts a job of a lesser pay grade shall be offered a salary commensurate with other employees of the same job classification and pay grade, considering time in grade.

Section 3. INCENTIVES AND PREMIUM PAY

A.

(i) FIRE OFFICER ONE CERTIFICATION INCENTIVE:

For those employees already having submitted their certification and currently receiving F01, or effective the second pay period following submission of proof of Fire Officer One certification for new certifications, the incentive rate is \$0.07 per hour (56 hour employees) or \$0.10 per hour (40 hour employees) which is to be added to their current rate.

(ii) Fire OFFICER TWO CERTIFICATION INCENTIVE

The County will pay Battalion Chiefs who have achieved Fire Officer II Certification an incentive equal to \$500 per year; provided that no employee may receive both a Fire Officer I incentive and a Fire Officer II incentive.

B EMT ASSIGNMENT PREMIUM PAY

An employee covered by this Agreement who is a State of Florida certified EMT shall be paid \$.30 (thirty cents) per hour stipend in addition to their base rate. Additionally, those EMTs that are assigned to an ALS unit, and are IV Certified per the Polk County Medical Director, will receive an additional \$.10 (ten cents) per hour stipend. All required certifications must be maintained by the employee. If any employee fails to maintain any certification, the employee will forfeit the stipend(s) effective the same date as the certification is no longer valid. This article does not supersede or change the minimum

required certifications for any position covered by this agreement. Loss of required certifications may result in disciplinary action up to, and including termination.

C. PARAMEDIC ASSIGNMENT PREMIUM PAY

An employee covered by this agreement that is a State of Florida certified Paramedic, is in good standing with the Polk County Medical Director, shall be paid \$.30 (thirty cents) per hour stipend (Patch Pay) and receive \$1.15 added to their base rate (seat pay). Under this provision, the employee may be required to function as a Paramedic at emergency scenes.

All required certifications must be maintained by the employee. Employees are required to remain in good standing with the Polk County Medical Director. In an employee fails to maintain any certification, the employee will forfeit the stipend(s) and/or special duty pay effective the same date as the certification is no longer valid. This article does not supersede or change the minimum required certifications for any position covered by this agreement.

~~It is the intent of the Union and the County that this incentive will not result in an increase in labor costs to the County as a result of the flexibility provided by this provision. Therefore, this paragraph C. will expire on September 28, 2012, and the parties will revert to the language of the 2011 collective bargaining contract unless agreed by the parties to extend this incentive. During the last quarter of the 2011-2012 fiscal year, management will conduct an audit of the leave used, the overtime costs and the effectiveness of this process in providing the flexibility intended by this agreement. If management is satisfied that the results are as expected in negotiating this provision, then this paramedic incentive will be continued in the future with more permanent language.~~

D. HAZARDOUS MATERIALS TEAM PREMIUM PAY

Any employee who meets the current certification guidelines set forth by the Fire Rescue Chief or his designee and is specifically assigned to the Hazardous Materials Response Team shall receive forty cents (\$.40) (56 hour) or fifty-six cents (\$.56) (40 hour) per hour in addition to his/her current rate of pay. These assignments will be made at the discretion of the Fire Rescue Chief or his designee. Although there are specific stations designated as Haz Mat stations, for purposes of training and maintaining practical skill levels, management has the right to move any employees assigned to the Hazardous Materials Response Team in or out of such designated stations at their discretion on a temporary basis, as needed.

BASE PAY STEP PLAN

2010-2011

POSITION STEP:	0	2	3	4	5	6	7	8	9	10	11	12	
BAT 40	28.18	29.17	30.19	31.25	32.34	33.47	34.64	35.85	37.10	38.40	39.74	41.13	42.57
BAT 56	19.28	19.95	20.65	21.37	22.12	22.89	23.69	24.52	25.38	26.27	27.19	28.14	29.12

Administrative hour Battalion Chiefs methodology for computing pay rates is as follows:

56 hour rate times 3040 divided by 2080 is the rate for Administrative 40 hour Battalion Chiefs assigned to administration.

(Example current rate \$19.28 x 3040 = 58611.20 divided by 2080 = \$28.18 per hour)

The methodology for temporary assignments from 56 to 40 hour is as follows:

56 hour rate times 2912 divided by 2080 is the rate for temporary assignments.

(Example temporary i.e. Light Duty, Transitional Duty, Workers' Compensation, assignment for Battalion Chiefs is as follows: current rate

\$19.28 x 2912 = 56143.36 divided by 2080 = \$26.99 per hour)

NOTE: 40 hour employee annual salary calculated by taking hourly rate X 2080 hours

56 hour employee annual salary calculated by taking hourly rate X 2912 hours (without scheduled overtime and holiday) OR X 3145 hours (including scheduled overtime and holiday)

This Article XVIII of the Collective Bargaining Agreement is amended to provide that bargaining unit employees will not receive a COLA or step increase during the 2009-2010 fiscal year.

In the event that the Board of County Commissioners, in their sole discretion, determines that the County's financial situation will permit reactivation of the Step Plan prior to October 1, 2010, the County will meet with the Union to negotiate reactivation of the Step Plan.

ARTICLE XIX
OTHER BENEFITS

The County agrees to provide the following additional benefits for the members of the bargaining unit assigned to a variable work week.

Section 1. Holidays.

- A. There shall be ten (10) paid holidays. These holidays shall be:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day

B. Each employee working a 56 hour shifts covered by this Agreement shall receive eleven point two (11.2) hours pay for each of said holidays provided that the employee is not on suspension, layoff or leave of absence without pay. Each employee working a forty (40) hour shift shall receive eight (8) hours pay for each of said holidays provided that the employee is not on suspension, layoff or leave of absence without pay.

C. An employee must work his/her scheduled work day before and his/her scheduled work day following a holiday to be eligible for holiday pay. Exceptions for sick leave may be considered with a:

1. Medical certificate; or
2. Written request from the Department/Division Director.

Annual leave may be used before and after a holiday with prior approval of your supervisor.

Section 2. Annual Leave Accrual.

A. Annual Leave shall be accrued and credited to an employee's account beginning with the date of employment. However, an employee may not use or be paid for the time accrued until six (6) months of employment and successful completion of the initial probationary period. Time will be accrued each pay period based on the regular hours paid the previous pay period and may be used as accrued to the employee's account.

B. Regular hours are defined as time worked and any authorized leave paid. Overtime and lost time hours are not included.

(a) Employees working a forty (40) hour schedule shall accrue annual leave as scheduled below:

<u>SERVICE TIME</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
From first pay period through 5 years	3.70 hrs.	12 days
From 6 yrs. through 10 yrs.	4.62 hrs.	15 days
From 11 yrs. through 15 yrs.	5.54 hrs.	18 days
From 16 yrs. through 20 yrs.	6.46 hrs.	21 days
From 21 years +	7.71 hrs.	25 days

(b) All regular part time employees who average working at least twenty (20) hours per week shall accrue annual Leave benefits, at one-half the rate of those accrued by full time personnel in accordance with years of service.

(c) All regular full time employees on a fifty-six (56) hour weekly schedule shall accrue annual Leave as scheduled below:

<u>SERVICE TIME</u>	<u>BI-WEEKLY</u>	<u>ANNUALLY</u>
From first pay period through 5 years	5.17 hrs.	12 days
From 6 yrs. through 10 yrs.	6.47 hrs.	15 days
From 11 yrs. through 15 yrs.	7.76 hrs.	18 days
From 16 yrs. through 20 yrs.	9.06 hrs.	21 days
From 21 years +	10.78 hrs.	25 days

EXAMPLE: The sixth (11th, 16th, 21st) year begins the employee's anniversary date. The percentage of time earned each bi-weekly period will be based on the percentage of scheduled time paid the previous bi-weekly period. "Regular hours" is defined as time worked and any authorized leave paid. Overtime and lost time hours are not included. {Example. An employee who works eighty (80) hours one pay period accrues (3.70) hours the following pay period. That same employee has 72 hours worked and 8 hours lost time one pay period. He/she accrues 90% of the normally accrued time or (3.33) hours the next pay period. Payment of holidays, sick and annual leave, military leave, etc., will be considered normal scheduled time paid for accrual purposes. Lost time and overtime will not. All other part time and interim employees shall not be entitled to annual leave benefits.}

Any employee retiring or terminating shall be paid for accrued annual Leave at the employee's current hourly rate of pay not to exceed a maximum of 240 for regular full time employees, 120 for regular part time employees, or 336 for 56 hour personnel. In The event of the death of an active employee the survivors will be paid for the total hours of accrued annual leave.

C. In the event that a death in the family occurs while the employee is on annual leave, the employee shall be entitled to funeral leave under Section 7 of this Article, provided the employee notifies the department of such death prior to the end of his vacation. Time charged to funeral leave under Section 7 shall not be charged against the employee's vacation time. In the event that the employee cannot notify the Department of the death prior to the end of his annual leave due to circumstances beyond his control, the employee must notify the Department of the death in his family at his earliest opportunity.

Section 3. Sick Leave Accrual.

Sick leave shall be accrued from the beginning of employment and may be utilized the first pay period of the fourth month of employment. All regular full-time employees shall accrue sick Leave at the rate of 3.70 hours bi-weekly. Fifty six (56) hour personnel shall accrue sick Leave at the rate of 5.17 hours bi-weekly. All part time employees who work less than 40 hours per week, but work a minimum of twenty (20) hours per week shall

accrue sick Leave at the rate of 1.85 hours bi-weekly. Time is accrued based on regular hours paid the previous pay period and may be used as accrued to the employee's account. See "Annual Leave Accrual" for example. All other part time and interim employees shall not be entitled to sick leave benefits. There is no limit on the number of sick leave hours which may be accrued by an employee. Employees transferring from another State of Florida or Polk County agency may transfer up to two hundred forty (240) hours of unpaid sick leave, provided that agency has a reciprocal agreement with the Board of County Commissioners. There can be no break in service from the time of termination until beginning employment with the Board of County Commissioners. Break in service to be defined, per Division of Retirement rules, as an absence of one calendar month or more from an employer's payroll except for periods of absence where an employer-employee relationship continues to exist and such absence is creditable under the Florida Retirement System. Employees wishing to transfer sick time shall coordinate with the Human Resources Division to determine the beginning date of employment for break in service determination. That time must be verified in writing by the transferring agency to the Human Resources Division. These employees will be required to complete three (3) full months of employment before they will be allowed to use any accrued sick leave.

Section 3.1. Cash Compensation for Annual Leave and Annual Leave Conversion to Sick Leave Credit.

During the ~~2013-2014~~ 2014-2015 fiscal year, a bargaining unit employee may request cash compensation in lieu of accrued and unused annual leave up to a maximum of fifty-six (56) hours for a fifty-six (56) hour employee:

1. One hundred twelve hours (112) for fifty-six (56) hour employees are available in the employee's annual leave account;
2. The employee has or will be paid cash compensation in lieu of fifty-six (56) hours of annual leave within the pay period for which it is requested; and
3. A balance of fifty-six (56) hours remains in the employee's annual leave account after payment is made.

This article will become effective on the effective date of the collective bargaining agreement for the fiscal year beginning on October 1, ~~2014~~ 2013, and will cease to be effective on September 28, ~~2015~~ 2014.

Effective September 29, 2015 ~~2014~~, the following will apply unless the above language is extended by the parties.

- A. An employee may request cash compensation for forty (40) hours (forty hour personnel) or fifty-six (56) hours (fifty-six hour personnel) of accrued annual leave once during any year as determined by the Board, based on available funds, provided:

1. Eighty (80) hours for forty hour personnel or one hundred twelve (112) for 56 hour personnel is available in the employee's annual leave account.
2. The employee has taken forty hours (40 hour personnel) or fifty-six (56 hour personnel) within the calendar year prior to requesting payment.
3. A balance of forty hours (40 hour personnel) or fifty-six hours (56 hour personnel) must remain in the employee's annual leave account after payment is made.

NOTE: Any eligible year will begin January 1st and end December 31st. For time bought in December, time which is obligated and approved to be taken during the month of December may be counted toward the 40 (or 56) hours required to be taken. A leave slip must be submitted with request for annual leave payment by the first of December. In the event that the County must cancel a vacation leave which has been requested and approved (prior to December 1) but scheduled to be taken during the month of December, the employee will not forfeit their rights under this section, provided that the employee meets all other requirements of this section. Further, the employee will be required to actually take the amount of originally scheduled leave needed to meet the requirements of this section by January 31 immediately following the December in which such leave was canceled by the County, and this leave will not count towards leave required to be taken to meet the requirements for cash compensation for the new year. Compensation will be included in the employee's regular pay check and subject to all required deductions. The request for payment must be received by the Human Resources Division a minimum of two (2) weeks prior to the anticipated time of payment.

B. Any hours in excess of two hundred forty (240) for forty hour personnel, (three hundred thirty six (336) for 56 hour personnel) up to a maximum of 40 hours for forty hour personnel (56 for fifty-six hour personnel) in an employee's annual leave account through December 31st each calendar, will automatically be transferred to their sick leave account provided they have not previously received cash compensation for 40 hours (forty hour personnel), (56 for fifty-six hour personnel). Any other hours in excess of 240 (120 for regular part time, 336 for Fire and EMS personnel) will be forfeited. In the event of the death of an active employee, the survivors will be paid the total hours of accrued annual leave.

Section 3.2. Use and Request for Sick Leave.

Sick leave may be used only for personal or family illnesses, doctors appointments or for other related medical needs which prevent you from performing your assigned duties. Each employee shall submit a request for sick leave form to their supervisor for approval either prior to use of sick leave or immediately upon return to duty. When sick

leave credits are inadequate to cover absences due to use of sick leave, the time off shall be charged to annual leave.

Use of sick leave for any purpose not specified below shall be considered misconduct and shall be grounds for disciplinary action. (In other words, an employee is not entitled to take one day a month off just because they have accumulated a sick leave day). Although your supervisor may require a doctor's note at any time prior to authorizing the payment of sick leave, normally you can expect to be required to provide documentation after you have used four days in any evaluation year which have not been documented with a doctor's excuse.

A. Upon retirement from the service of the County because of disability certified by competent authority, an employee shall be entitled to use sick leave benefits accumulated to their account prior to the last day worked.

B. Personal injury or illness which prevents the employee from performing their assigned duties.

C. Personal medical, dental, or optical consultation or treatment. An employee is expected to report to duty upon completion of medical treatment unless otherwise prescribed by medical authority.

D. Exposure to a contagious disease when there is reason to believe the disease may be transmitted by the exposed employee to others during the course of their duties.

E. Any illness or disability in excess of six (6) weeks will require a medical statement for continued use of additional accumulated sick leave. In that statement, the physician should estimate the additional time required for recuperation after the initial six weeks.

F. Sick leave may be used for the illness, medical, dental, or optical appointments of the employee's spouse or dependent children.

G. An employee who is out of work because of an illness or injury covered under the Family and Medical Leave Act (FMLA), or any other illness or disability in excess of six (6) weeks, must, as a condition of returning to work, present a medical certification from a health care provider with respect to the health condition that caused the employee's absence. The medical certification must certify that the employee can perform the essential functions of the employee's job or (in the case of an absence not protected by the FMLA) such alternative job to which the employee is being assigned. The County may provide to the employee a list of essential job functions. In that event, the employee's health care provider's medical release must address the employee's ability to perform the functions listed. The cost of being examined by the health care provider and obtaining the certification to return to work shall be the responsibility of the employee.

In the event that employee presents a certification to return to work from a health care provider, but the Fire Service Administration has a concern that the employee is not physically or mentally capable of performing the employee's job functions, or that returning the employee to work might jeopardize the safety or health of the employee, co-workers, or members of the public, the County may require the employee to undergo a fitness for duty examination at the County's expense by a health care provider selected by the County. The employee must be cleared by the health care provider selected by the County before the employee can return to work. If the County's health care provider clears the employee to return to work, but does not clear the employee to return to the employee's former job, the County will place the employee in an alternate position if such a position is available. In the event that the health care provider selected by the County does not agree with the employee's health care provider that the employee is clear to return to work or to the employee's job assignment, the county's health care provider and the employee's health care provider will select a third (independent) health care provider who is an occupational specialist to make a final determination whether the employee is clear to return to work or to the employee's job assignment. The decision of the independent health care provider will be final and binding on all parties. All other provisions of the regulations under the Family and Medical Leave Act relating to return from FMLA leave not addressed by the Article will remain in full force and effect. This Article is intended to apply only to leave because of a personal illness or injury, and does not apply to workers compensation injuries, which are governed under separate County policies.

Section 3.3. Sick Leave Sharing.

Employees who have an extended illness and exhaust all sick and annual leave may be eligible for Sick Leave Sharing. Sick leave sharing is not allowed for intermittent types of leave. Sick leave sharing is not allowed for employees on Workers' Compensation. Fellow employees may transfer up to an annual maximum according to the following donation/retention chart:

<u>Number of Hours Employee Can Donate</u>		<u>Number of Hours Donating Employee Must Retain</u>	
20	(28 for 56 hour employees)	120	(168 for 56 hour employees)
40	(56 for 56 hour employees)	240	(336 for 56 hour employees)
60	(84 for 56 hour employees)	360	(504 for 56 hour employees)
80	(112 for 56 hour employees)	480	(672) for 56 hour employees)

NOTE: Apply one-half of the appropriate hours above for part-time employees

To be eligible to receive sick leave donations, the employee receiving the donations must have a zero balance in their sick leave and annual leave accounts. Further such employee may not receive more than three hundred sixty (360) total hours [one hundred eighty (180) for part time, five hundred four (504) for fifty-six (56) hour personnel] in any calendar year.

Sick leave sharing forms must be received by the Human Resources Division BEFORE an employee goes into Leave of Absence (LOA) status. Once an employee goes on LOA status, then their accruals cease and no paid leave of any kind can be used. Forms used to transfer Sick Leave credits must be completed and received by the Human Resources Division one week prior to the pay period the employee's time is reported for sick leave sharing use in order for such creditable time to be transferred and paid. All sick leave sharing credits received shall be used to provide full weeks of pay (as available) for the receiving employee until all shared leave credits are exhausted. Partial payments will not be allowed for the purpose of artificially extending insurance benefits. This time is provided for the employee's personal illness only. Further, the following procedure is to be followed when soliciting shared hours for fellow employees:

1. Hours should first be solicited within the employee's own Division. Such solicitation must first be approved by the Division Director and, if approved, the actual solicitation should be done by the Division Director's designee.

2. If additional hours are needed, then solicitation may be expanded to include the employee's Department. Again, such solicitation must first be approved by the Department Director, and if approved, the actual solicitation should be done by the Department Director's designee.

3. If additional hours are still needed, then solicitation may be expanded to include the entire County. However, such solicitation must first be approved by the Deputy County Manager, and if approved, the actual solicitation should be done by the Deputy County Manager's designee.

Section 3.4. Periods of Non-Accrual of Sick Leave.

Employees on Leave of Absence without pay shall not accrue sick leave during these periods.

Section 3.5. Sick Leave Reinstatement After Layoff or Military Leave.

Sick leave will be adjusted to reflect that percentage of time not previously paid when an employee has returned to County employment after being laid off from county service or completion and satisfactory reinstatement after extended military leave.

Section 3.6. Payment for Sick Leave Upon Leaving County Employment.

An employee hired prior to October 1, 1996 and retiring or who leaves county service shall be paid a percentage of unused accrued sick leave based on the years of service schedule noted below. The sick leave incentive policy is provided only to those employees hired prior to October 1, 1996 and who have a minimum of two (2) years continuous employment with the Board of County Commissioners and a minimum of

160 hours creditable accrued sick leave. A maximum allowable payment for unused sick leave is based on an employee's hiring date, accordingly:

1. A maximum of 800 hours payable to those employees hired prior to January 1, 1987
2. A maximum of 400 hours payable to those employees hired between January 1, 1987 and September 30, 1996.
3. No hours payable to those employees hired on or after October 1, 1996.

SICK LEAVE INCENTIVE PAY OUT SCHEDULE

<u>SERVICE TIME</u>	<u>% ALLOWABLE PAYMENT</u>
Beginning with 3 through 5 years	25% of Accrued Leave
Beginning with 6 through 10 years	30% of Accrued Leave
Beginning with 11 through 15 years	35% of Accrued Leave
Beginning with 16 through 20 years	40% of Accrued Leave
Beginning with 21 years	50% of Accrued Leave

EXAMPLE: The sixth (11th, 16th, 21st) year begins with the employee's anniversary date. The percentage payable is based on continuous employment with the Board only.

Section 3.7 Personal Time Off (PTO).

~~After three full months of employment, Beginning January 1st in each calendar year,~~ all regular full time bargaining group employees may use 24 hours (40 Hour Employees) or 72 Hours (56 Hour Employees) per payroll calendar year as Personal Time Off (PTO). PTO may be used in increments of less than a work day. If PTO is taken the last scheduled day before or the first scheduled day after a holiday, the employee will NOT receive holiday pay unless the employee has prior written authorization from the Division Director. Also, PTO is included under Article XXVI (Use of and Procedures for Requesting Leave) as a type of leave included under the six off per shift guarantee. Therefore, if there are already ten (10) employees off on scheduled leave (and there are no more part timers available), then an employee ~~you~~ must get permission to use PTO or such absence will be designated as "Unauthorized" leave for which no pay will be received.

PTO hours will be designated and accounted for separately on the Request for Leave Form, but will be deducted from an employee's accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for

monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation will be a violation of this policy and any excess hours used will be deducted from an employee's vacation leave account or will be charged as lost time if the employee is not qualified for annual leave or their annual leave account is depleted. Employees are encouraged to call the Human Resources Office in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. PTO hours not used by December 31st in the calendar year will be forfeited and may not be carried over to another year.

Section 4. Military Leave

Under authority of Florida Statute 115.07, as revised, employees who are members of reserve or national guard units are eligible to receive paid leave up to seventeen (17) days per calendar year in order to attend active or inactive duty training. A shift of up to twelve (12) hours will be considered one day's leave, while shifts over twelve (12) hours and up to twenty four (24) hours will count as two (2) days leave.

It shall be necessary for an employee to present a copy of personal military orders to the Human Resources Division prior to using military leave in order to receive payment for such leave.

When the time used exceeds four hundred twenty (420) working hours in any one (1) calendar year, all future leave may be charged to annual leave or lost time in compliance with the Leave Restrictions as designated in the Employees' Handbook. Use of annual leave for military obligations will be at the discretion of the employee.

Any employee called to active military service should notify, as soon as possible, his/her Division Director or Department Director. In order to facilitate approval of leave of absence, a copy of the employee's military orders should be provided. The first thirty (30) calendar days of active military service shall be paid at one hundred percent (100%) of the employee's normal rate. Following this thirty (30) days, the employee shall be paid the deficit, if any, between their military pay and their regular pay from the County. During the entire time of the employee's military leave, the County will continue to contribute to the Florida Retirement System as well as preserve all seniority rights, efficiency ratings, and promotional status. Employees may also continue their health and life insurance during their leave of absence. The County will continue to pay our share and the employee will be responsible for the remaining portion. If any employee isn't receiving a supplemental check from the County, arrangement should be made through Risk Management to make the premium payments. If an employee chooses to terminate coverage, they can reinstate immediately upon his/her return from active duty.

An employee who leaves County employment to serve in the Armed Forces of the United States and is discharged with an honorable discharge shall be re-employed to the same or an equivalent position provided the employee returns to the position within one (1) year of the date of discharge. There shall be no reduction of compensation, benefits, or seniority as a result of such service.

Section 5. Family and Medical Leave.

The parties agree to comply with the applicable requirements of the Family and Medical Leave Act of 1993.

Section 6. Medical Insurance.

The County agrees to make available health and major medical insurance coverage for eligible employees and their eligible dependents on the same basis as offered to all other employees under the Board of County Commissioners.

Section 7. Funeral Leave Pay.

Leave with pay is provided for the regular full time and regular part time employees upon the death of a member of the employee's immediate family. Family for purposes of granting funeral leave is defined as: spouse, parents, children, brothers, sisters, grandparents, grandchildren, sons-in-law, and daughters-in-law of either the employee or the employee's spouse. In the event of the death of a step-parent, step-brother or step-sister, leave must be approved by the appropriate Department Director before funeral leave may be taken. The allowable funeral leave time is a maximum of twenty-four (24) hours for regular full time employees and twelve (12) hours for regular part time employees. Fifty-six (56) hour personnel are provided 33.60 hours. Leave taken in excess of the allowable funeral leave time may be charged against the employee's sick leave credits.

Leave to attend the funeral of a friend or relative, other than immediate family as specified above, will be charged to accrued annual leave or leave without pay when no annual leave is available.

Section 8. Jury Duty and Witness Fees.

An employee who is called for jury duty, or is summoned to appear as a witness on behalf of any town, city, County, State or the Federal Government, shall be granted leave with pay upon presentation of the summons. When an employee has been granted leave for court attendance and is excused by proper court authority they shall report back to their official place of duty whenever there is an interruption in jury or witness duty. Failure to do so may cause loss of benefits and/or disciplinary action. Jury fees, witness fees, and mileage will be retained by the employee.

An employee involved in personal litigation will be required to use annual leave. Leave with pay for court attendance shall not be granted when the employee is the defendant or is engaged in personal litigation.

Section 9. Tuition Reimbursement.

Bargaining unit employees will be eligible for tuition reimbursement for courses that are applicable to the employee's current duties, and for two general education courses per year that will, in the view of management, assist in developing employees as leaders within the Fire Rescue Service.

Requests for tuition reimbursement will be processed in accordance with the County Handbook.

In addition to tuition reimbursement, employees will be eligible for staff development according to guidelines developed by the Labor Management Committee. In the event that the Labor Management Committee fails to develop guidelines by December 31, 2014, the Union and the County will re-open collective bargaining negotiations to develop staff development guidelines.

Section 10. Long Term Disability and Life Insurance.

The County agrees to make available long term disability and life insurance coverage for eligible employees and their eligible dependents on the same basis as offered to all other employees under the Board of County Commissioners.

Section 11. Dental Insurance.

The County agrees to make available dental insurance coverage for eligible employees and their eligible dependents on the same basis as offered to all other employees under the Board of County Commissioners.

Section 12. ~~Credit Union.~~

~~Bargaining unit employees have the same rights and access to Credit Unions as other eligible employees of the Board of County Commissioners.~~

Section 13. Call Back Pay

Employees required to return to their job because of an emergency after having completed their normal scheduled shift shall be paid a minimum of three (3) hours at time and a half their regular hourly rate. When required to work more than three (3) hours in any shift due to call back, the employee will be paid time and a half for the actual hours worked.

Section 14 ***Tobacco Cessation***

Effective in the calendar year beginning on January 1, 2014, and in each calendar year thereafter, a bargaining unit employee will be entitled to a \$30 per pay period discount from the employee's health insurance premium when that the employee certifies by affidavit that the employee: (1) does not use any tobacco products and will refrain from

using any tobacco product; or (2) enrolls in and completes a smoking cessation program. The completion of a smoking cessation program will entitle the employee to the discount for the calendar year in which the employee completed the smoking cessation program or certified non-use of tobacco products. Those employees who use tobacco products and who do not enroll in and complete a smoking cessation program will not be entitled to the discount. The decision whether or not to enroll in a smoking cessation program will be voluntary for each employee.

Article XIX A.
Sick Leave Pool

Section 1. The purpose of this Article is to establish on a trial basis a voluntary employee Sick Leave Pool to aid employees suffering catastrophic injury or illness. Bargaining unit employees may voluntarily participate in the Sick Leave Pool to aid qualified employee participants suffering catastrophic injury or illness for a minimum six (6) week period. The program is administered by a Sick Leave Pool Committee. The guiding principle of this policy shall be the provision of additional leave benefit (when personal leave has been exhausted) to an employee in ill health caused through no deliberate action of the employee.

Section 2. A Sick Leave Pool Committee is responsible for the administration of Sick Leave Pool benefits and usage. The Committee shall be composed of the Human Resources Director or designee, two employees appointed by the President of the Union and two employees appointed by the Fire Rescue Chief. The Committee shall review all requests from participating employees for Pool usage and shall have final authority in granting or denying benefits. The deliberations and decisions of the Committee are confidential per the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.

Section 3. The enrollment period for full-time regular employees is during the County's open enrollment in each calendar year. Contract, part-time and temporary employees are not eligible for participation. An employee requesting enrollment:

1. must submit a completed enrollment form or written request to the Human Resources Department;
2. must have their completed one full year of service on or before December 31st of the calendar year enrollment;

3. must have a minimum of forty (40) hours sick time (56 hours for 56-hour employees) at the time of their initial transfer of hours, or re-enrollment, to the Pool; and
4. shall be required to re-enroll each December in order to continue participation in the Pool.

Section 4. Participating Pool employees in the Deferred Retirement Option Plan (DROP) program as of the effective date of this contract may continue to participate until the date of final retirement.

Employees who entered the DROP program as non-Pool participants are not eligible to join the Sick Leave Pool.

Employees entering the DROP program past the revised effective date of this contract will not be eligible to participate in the Pool.

Section 5. Each participating employee shall contribute the equivalent of one day's sick leave, each enrollment period. This will be 11.2 hours for Fire Rescue Department shift personnel; and 8 hours for all 40 hour employees. The Committee may waive this annual requirement for continuing members based on the account balance of the Pool. The Sick Leave Pool Committee will meet annually each December to determine if the following calendar year will be a contributing or non-contributing year for its members. Should an applicant not have the required hours in their account at enrollment time, the applicant may request special consideration from the committee.

Employees will not be allowed to "donate" to the Pool any unused or unpaid sick leave from their individual sick leave balance at the time of retirement, nor contribute additional hours at any time which would exceed the contribution required from all participants.

An employee who is awarded sick leave hours from the Pool will not be required to replace those hours. After returning to work, the employee will contribute as a regular member of the Pool.

Section 6. In order to qualify for Pool benefits, the employee must be projected to be off work for at least six (6) weeks from a single illness or injury. Prior to receiving Pool benefits, a participating employee must exhaust all available personal leave (including sick, pto, annual, etc.). For Sick Leave Pool purposes, that leave is not considered available until is it posted to the account. However, once it is posted, it must be used before further Sick Leave Pool time will be available.

During the time of drawing benefits from the Pool, an employee shall not accrue sick leave or annual leave or be eligible for any overtime pay. An employee may not receive Worker's Compensation and Pool benefits simultaneously.

The guiding principle of Sick Leave Pool Committee shall be the long term benefit to an employee who suffers from an off-the-job medical condition not covered under Workers Compensation. The Committee retains the right to consider mitigating circumstances and special circumstances on a case-by-case basis as it deliberates the eligibility and extent of benefits to be provided. The committee also retains the right to evaluate sick leave usage for the prior three (3) years.

Section 7. The Sick Leave Pool Committee shall develop procedures consistent with this Article for the administration of the Sick Leave Pool. The procedures must be approved by the Union and the County before taking effect. The Union and the County shall review the procedures periodically for possible improvements or updates.

Section 8. The County and the Union agree that this Article establishes the Sick Leave Pool for a one year trial period, and further agree that the Sick Leave Pool established by this Agreement will cease to exist as of September 29, 2015, unless it is mutually agreed between the County and the Union to continue it in existence. In the event that the Sick Leave Pool terminates, the balance of sick leave hours in the Sick Leave Pool will be distributed to the employees who are participants in the Sick Leave Pool on the date of its termination in proportion to the total hours donated by each such employee to the Sick Leave Pool.

ARTICLE XX **ASSIGNMENT DURING DISABILITY (Light Duty)**

Light duty is governed by the Transitional Duty - Return to Work Program outlined in the Employee Handbook. In addition to that, any employee assigned by the County to a less strenuous position, due to health or disability, shall be paid his/her regular hourly rate (or equivalent 40 hour rate if a 56 hour employee assigned to 40 hour transitional duty schedule) for all hours worked and shall continue to be eligible for all fringe benefits pursuant to this Agreement. He/she shall continue to accumulate seniority during such disability (Light Duty) assignment.

ARTICLE XXI **SHIFT EXCHANGE**

Employees are permitted to make within classification exchange of time utilizing the following guidelines:

Example: Battalion Chief 56 for Battalion Chief 56 only. For clarity of this Article, the person regularly scheduled to work in either the first half of the exchange, or the payback portion will be referred to as "A," and the person working in his place will be referred to as "B."

1. The exchange of duty must be at no additional cost to the County or the Fire Rescue Division.

2. No-member shall work more than forty-eight (48) hours during any seventy-two (72) hour period.

3. 2. Exchange of Duty Requests must be completed in TeleStaff for all exchanges in excess of one (1) hour.

4- 3. The exchange must be entered in TeleStaff by 10:00 a.m. noon of the shift prior to the requested shift exchange to provide sufficient time to be pre approved by "A's" immediate supervisor.

5, 4. Employees making exchanges must be logged in company log book.

6. 5. Any contractual premium pay earned during the time period of the exchange will be paid to "A".

7. 6. If the "B" fails to report for duty, or needs to leave due to illness, or any other valid reason, "B" will be charged with the appropriate leave.

8. 7. If "B" sustains a job related "Workers Comp" injury and not capable of completing the shift, "A" will be charged vacation usage for the portion of the shift that "B" misses. If "A" does not have accrued vacation time, he will owe vacation time to the County.

9. 8. "B" is responsible for prompt attendance and proper conduct. "B" is responsible for completing daily duties, pre-plans, or any other activities that would be required of "A".

1-0. 9 Abuse of the "Exchange of Duty" may result in withdrawal of privileges.

1-4. At the time that the original exchange-of-duty request is submitted in Telestaff, a specific pay-back must also be entered. If the pay-back exchange date needs to be changed at a future date, the new pay-back date will be entered into TeleStaff.

ARTICLE XXII **SEVERABILITY AND WAIVER**

Section 1. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

Section 2. The exercise or non-exercise by the County or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE XXIII **LABOR MANAGEMENT COMMITTEE**

All too often, after a contract has been agreed to by both parties, the only formal means of communication between labor and management is the contractual grievance procedure. That line of communications is typically one of adversaries; such a "win-lose" environment is clearly not conducive to solving matters of mutual concern. Because an alternate communications channel does not exist, management, in some cases, is often unaware of the operational problems which could potentially develop into labor relations disputes. The purpose of this committee is to provide a forum in which to deal with such day-to-day problems, in a systematic, constructive fashion, and hopefully resolve these matters that would ultimately land on the bargaining table at contract time.

Meetings shall be held on a monthly basis, with the date, time and place mutually agreed to by both parties. Each party shall exchange an agenda one week prior to the meeting. Topics not on the agenda shall not be discussed, without mutual consent of both parties.

Each party shall be limited to four (4) individuals unless otherwise agreed. Battalion Chiefs will be a part of the same labor-management committee as the rank and file firefighters and will be included in the four total union representatives on this committee.

The County agrees to pay up to four (4) union representatives up to a maximum of two (2) hours each to participate in these meetings. At management's discretion, meetings may be scheduled either when all or some of the union representatives are regularly on duty or off duty.

ARTICLE XXIV **GENDER**

Regardless of the gender used in this Agreement, the term shall apply to both male and female.

ARTICLE XXV **UNIFORMS**

Uniforms will be provided by the County. Only the County issued uniform garments will be allowed to be worn. No substitutions will be acceptable.

New employees assigned 56 hour will receive three (3) sets of uniforms, to include a jacket.

All employees will receive a badge and name tag at time of employment or promotion.

A uniform set will consist of a polo shirt, a pair of trousers, a black belt and a pair of shoes or boots.

Uniforms will be provided through the County by means of a vendor website. Employees may procure uniforms only from the approved vendor. Each bargaining unit employee will be allocated \$400.00 per year to purchase all uniforms and accessories. Only the County approved uniform garments will be permitted to be purchased and worn.

The parties agree that the County will provide a Uniform Cleaning Service for the Battalion Chiefs not later than January, 2008. Pick-up/drop-off will be weekly at the Air Base or as designated by management.

ARTICLE XXVI
USE OF AND PROCEDURES FOR REQUESTING ANNUAL LEAVE

Annual leave may be used for the following purposes:

1. Vacation leave,
2. Absence to transact personal business which cannot be conducted during other off-duty hours,
3. Illness, when sick leave has been exhausted.

During the first fourteen (14) days of December, the County will accept requests for leave and will schedule vacations during the coming year based on these requests, by seniority. Thereafter, requests for leave must be submitted to and approved by the scheduling supervisor at least one shift in advance, prior to the actual taking of normal annual leave. For emergency leave, prior approval by the scheduling supervisor is required, and such request for emergency annual leave must be submitted immediately upon return from such leave.

All annual leave is granted at the discretion of the scheduling supervisor. While a supervisor will attempt to schedule vacations at the time most desired by the employee, the right to allot or change a vacation period is reserved to the scheduling supervisor. In the event of a disaster, it is understood and agreed that all scheduled leave approvals may be immediately canceled.

Violations of this policy could result in unauthorized absence and subsequent loss of pay, and/or disciplinary action up to and including termination.

A minimum of two (2) employees will be allowed off for all forms of scheduled leave (examples: Annual, elective Military, elective Administrative, PTO, etc.).

ARTICLE XXVII
PERSONNEL ASSIGNMENTS

Section 1. General Agreement: Management reserves the right to determine manning requirements and levels at any given time; to determine which positions will be made available for promotion, voluntary demotion, lateral transfer, or battalion assignment; and when such positions will be filled.

Section 2. Battalion Assignments. The County will maintain a battalion request file for each battalion. Requests for battalion assignments will be subject to the following conditions and procedures:

1. B/C's are allowed only one request on file at any one time.
2. B/C's are responsible for keeping their request current. If selected, per request on file, employees may not refuse reassignment.
3. B/C's may remove requests at any time prior to being notified of a selection.
4. The County is not obligated to honor more than two (2) battalion requests within any two (2) year period, per employee.
5. Selections will be made on the basis of time in grade seniority, except that the Chief or his designee reserves the right to make all final decisions. If the Chief or his designee selects an employee who is not the most senior, then he will justify such reason in writing. The Chief or his designee's decision may be challenged through the grievance procedure, and the issue will be whether such decision was arbitrary or capricious.
6. The County agrees to commit to two reassignments via the system per original vacancy. Original vacancy is defined as a vacancy occurring from a B/C leaving a battalion for any reason, or the addition of any newly authorized positions to any new or existing battalion. The Chief or his designee may or may not use this process to assign stations beyond the commitment of two changes per original vacancy, without setting a precedent.
7. Involuntary displacement of B/C's due to the creation of vacancies will be handled through the use of a "bump and roll" system whereby more senior time in grade B/C's can select an assignment currently held by a more junior time in grade B/C.

Section 3. Relative to this article, the two battalion reassignments per original vacancy will be made prior to selection from the promotion list or assignment of newly promoted battalion chiefs. Further, the County will notify the union in writing within seven (7) days (holidays excepted) for any placement due to promotion, voluntary demotion, lateral transfer due to schedule change, or battalion reassignment within the bargaining unit.

Section 4. For written requests applicable to the battalion assignment file, B/C's may submit or change a request quarterly (four) times per year (first ten calendar days of December, March, June and September), or during special postings as needed. Requests must be made on approved methods provided by the County and must be submitted (in person) directly to the Chiefs office. Requests not received under the above specified conditions will not be considered until the next request period.

Section 5. In reference to time in grade seniority, if time in grade is equal then seniority will be decided by full time Polk County Fire Rescue seniority.

Section 6. This article does not supersede the ability of the Fire Rescue Chief or his designee to make battalion reassignments per Article III, Management Rights or because of disciplinary reasons. Any reassignments not following the language of this Article made by the Fire Rescue Chief or his designee must not be arbitrary or capricious.

Section 7. 40 Hour to 56 Hour Schedule Change. Battalion chiefs desiring to change from a 40 hour shift to a 56 hour shift or vice versa shall submit such request in writing to the Fire Rescue Chief. Although the Chief will take seniority into consideration (most senior getting preference), he reserves the right to place employees on shift based on other business related criteria. However, such decision will be neither arbitrary nor capricious. Also, all other qualifications being equal, the least senior employee shall be moved if there are no other voluntary candidates. Seniority will be determined by continuous time in grade seniority and the Polk County Fire Rescue full-time employment. The Fire Rescue Chief shall retain the right to reassign an employee without regard to his seniority provided that the decision is neither arbitrary nor capricious and is provided to the Union in writing within ten (10) days of the reassignment.

Section 8. Voluntary Demotion/ Withdrawal From Premium Pay Assignment/ Schedule Change.

Voluntary demotion shall be defined as requesting and receiving a reduction in rank/pay grade. Bargaining unit members who wish to voluntarily demote, withdraw from a premium pay assignment, or be reassigned from a 56 hour position to a 40 hour position shall place their request in writing to the Fire Rescue Chief.

Personnel assignments are an operational decision. The Chief or his representative may reassign personnel at any time provided, however, such reassignment is for a valid reason and not arbitrary nor capricious. For voluntary change of classification and for station assignment opportunities resulting from ordinary circumstances, however the following rules/procedures will apply:

GENERAL AGREEMENT: Management reserves the right to determine manning requirements and levels at any given time; to determine which positions will be made

available for promotion, voluntary demotion, lateral transfer, or station assignment; and when such positions will be filled.

40 HOUR TO 56 HOUR SCHEDULE CHANGE:

Battalion Chiefs desiring to change from 40 hour shift to 56 hour shift or visa versa shall submit such request in writing to the Fire Rescue Chief. Although the Chief will take seniority into consideration (most senior getting preference), he reserves the right to place employees on shift based on other business related criteria. However, such decision will be neither capricious nor arbitrary. Also, all other qualifications being equal, the least senior employee shall be moved if there are no voluntary candidates. Seniority will be determined by continuous Polk County Fire Department full-time employment, then age of the member with the older member being senior to the younger members(s) with the same employment date. The Fire Rescue Chief shall retain the right to reassign an employee without regard to seniority provided that the decision is neither arbitrary nor capricious and is provided to the Union in writing within ten (10) days of the reassignment.

VOLUNTARY DEMOTION / WITHDRAWAL FROM PREMIUM PAY ASSIGNMENT / SCHEDULE CHANGE:

Voluntary demotion shall be defined as requesting and receiving a reduction in rank/pay grade. Bargaining Unit Members who wish to voluntarily demote, withdraw from a premium pay assignment, or be reassigned from a 56 hour position to a 40 hour position shall place their request in writing to the Fire Rescue Chief.

STATION / AREA ASSIGNMENTS:

Station/area assignments for Battalion Chiefs are made at the Chief's discretion. However, written requests submitted by Battalion Chiefs will be taken into consideration, and the Chief's final decision will be neither arbitrary nor capricious.

ARTICLE XXVIII **MISCELLANEOUS**

Section 1: Copies of Agreement. The County agrees to provide to each station a copy of the signed agreement, and to provide an electronic version of the CBA. The County shall pay for the cost of printing the agreement.

Section 2: Florida Statutes for Firefighters. The County and the Union recognize that certain benefits are provided to Firefighters by Florida Statutes. The full text of these statutes are available via the internet. The web site address is <http://www.leg.state.fl.us> This is the "Online Sunshine Official Guide to the State of Florida Legislature - Statutes." The County and the Union also recognize that certain benefits are provided under Weingarten Rights.

ARTICLE XXIX
REIMBURSEMENT FOR DAMAGED PERSONAL EFFECTS

Subject to the provisions of this Article, if a bargaining unit employee suffers damage to his/her prescription eye glasses (other than sunglasses), false dentures or wristwatch as a result of the public being served by that employee, (i.e., the employee being on a documented call for service) ~~as a result of a Workers Compensation injury or a physical confrontation with a member of the public being served by that employee,~~ the County will reimburse the employee for lesser of the replacement cost or the repair cost of the damaged property or the following limits:

<u>Item</u>	<u>Maximum County Contribution</u>
Watch	\$50.00
Eyeglasses	\$150.00 for frames \$150.00 for each lens
Contact Lenses	\$20.00 for each lens (hard lens only)
Retainers	\$50.00
Dentures	\$150.00
Hearing Aids	\$1,000.00 for each hearing aid

In determining the replacement cost or repair cost of a damaged item, the replacement or repair cost will not exceed the original cost of the damaged item. Employees will not be reimbursed for damage resulting from normal wear and tear, negligence or misuse on the part of the employee, or from the employee's failure to use proper eye protection, where provided or required by the County. No item will be replaced or repaired more than one time in a calendar year.

Employees shall report damage to their immediate supervisor on the same day the damage occurs and the supervisor must confirm damage and the documented call. ~~Employees shall report damage to their immediate supervisor on the same day the damage occurs.~~ Requests for reimbursement for repair or replacement of a damaged item shall be submitted to the Fire Rescue Department's Safety Officer, and shall be supported by adequate proof of such damage, the circumstances relating to the damage to the property, and proof of cost of repair or the original cost of the damaged item.

In the event of an injury covered by Workers Compensation, health, dental or vision insurance, then the Workers Compensation benefits or health, dental or vision insurance benefits will be primarily responsible for replacement or repair of eyeglasses, retainers, dentures or hearing aids.

ARTICLE XXX
DURATION, MODIFICATION AND TERMINATION

Section 1. Except for the provisions of ~~Article XVIII, Rates of Pay relating to the \$1200 and one percent (1%) wage increases, and Article XIX, Section 3.1 and Article XIXA~~ this Agreement shall be effective upon ratification and shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 2015. At least one hundred twenty (120) days prior to the termination of this Agreement either party hereto shall notify the other party of intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

In the event the parties hereto desire to modify or amend this Agreement and have been unable to agree on said modification or amendment by the termination date of this Agreement, this Agreement shall terminate without further notice.

Section 2. In the event of a merger of the Fire Service with another County Department or Division during the term of this Agreement, this Agreement may be reopened at the request of either party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 2014

POLK COUNTY PROFESSIONAL
FIREFIGHTERS, IAFF, LOCAL 3531

POLK COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
President, IAFF Local 3531

By: _____
County Manager

By: _____
Chairman, Polk County BOCC