COLLECTIVE BARGAINING AGREEMENT

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

AND

PROFESSIONAL FIREFIGHTERS OF MARION COUNTY

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #3169

EFFECTIVE OCTOBER 1, 2014 TO SEPTEMBER 30, 2017

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ARTICLE 1
RECOGNITION

1.1 The Marion County Board of County Commissioners hereinafter is referred to as the County or as the Employer.

1.2 The County recognizes the Professional Firefighters of Marion County, International Association of Firefighters Local 3169, hereinafter referred to as the Union, as the sole and exclusive bargaining representative of all employees within the bargaining unit defined by the Florida Public Employees Relations Commission in Case No. RC-88-073 and subsequent related cases.

1.3 The bargaining unit includes all employees engaged in firefighting and emergency medicine up to the equivalent position of a station officer. Single-certified, probationary, Firefighter I, Firefighter II, Firefighter III, Firefighter IV, Firefighter V, Firefighter IV, Firefighter VII, and Critical Care Paramedic, as included in the Career Technical Ladder. This agreement excludes all other employees of the county.

1.4 The purpose of this Agreement is to promote, achieve, and maintain harmonious relations between the County and the Employees recognized in this Article.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The parties agree and intend that the County retains all power and prerogatives it possessed prior to certification of the Union, unless such power and/or prerogative was consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the County in this Agreement.

2.2 **Management Functions**: Such management functions are, but are not limited to:

A. the right to determine its mission, policies, and set forth all standards of service offered to the public;

B. to plan, direct, control, and determine the operations or services to be conducted by the employees of Marion County Fire Department;

C. to determine the methods, means, and number of personnel needed to carry out the Department's mission;

D. to direct the working forces;

E. to hire, assign, or transfer employees;

F. to maintain discipline of employees, including the right to make rules and regulations not in conflict with this Agreement;

G. to discharge, suspend, discipline, or demote employees; to hire, transfer, promote and to assign employees to shifts; and to create and fill new positions, provided the provisions of this Agreement are observed;

H. to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;

I. to introduce new or improved methods, equipment, or facilities;

J. to contract for goods and services, provided that if services are to be subcontracted, the County will provide 30 days' written notice and the Union may bargain over the impact of any subcontracting decision which vitally affects employees' terms and conditions of employment. The County will recommend its employees to any organization from whom services are to be contracted.

2.3 In situations of civil emergency as may be declared by the Chairman of the Board of County Commissioners, the County Administrator, the Emergency Management Director, or the Sheriff, the provisions of this Agreement may be suspended for the duration of the emergency, except for monetary provisions.

2.4 The County and Union agree that the Marion County Commission is the sole authority to determine the purpose and mission of the County and the amount of the budget to be adopted therefore. The County will bargain with the Union upon request over the impact of management decisions affecting employees' terms and conditions of employment, to the extent the County is required to do so by law.

ARTICLE 3
NON-DISCRIMINATION / HARASSMENT

3.1 The County and the Union specifically agree that if either party has reason to believe that the other party has violated any law by discrimination or harassment against any employee covered by this Agreement, on the basis of race, color, religion, age, sex, disability, marital status, national origin, sexual orientation, or membership or non-membership in the union, the party entertaining that view will so notify the party believed to have violated said law in order to allow said party to conduct such investigation and take such remedial action as it deems necessary.

3.2 For purposes of this Agreement, the term, harassment includes, but is not necessarily limited to, slurs, jokes, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, marital status, or disability. Harassment also includes requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

3.3 The County and the Union agree that the only procedure to remedy any alleged violations of any non-discrimination statute or law are those procedures provided by statute or law.

3.4 The designation "he" in reference to an employee is for convenience of expression only and shall mean he or she.

3.5 Allegations of harassment or discrimination should be reported to any of the following: Lieutenant, District Captain, Division Chief, Fire Chief, or Human Resources Director or designee.

ARTICLE 4
NO STRIKE

4.1 The term *strike* shall be defined by Florida Statute 447.203 (6) and (7) for purposes of this Agreement mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the County for the purposes of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the right, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of work stoppage. The term *strike* shall also mean any overt preparation including, but not limited to, the establishment of strike funds with regard to the above listed activities. *Strike funds* shall mean any appropriations by an employee organization which are established to directly or indirectly aid any employee or employee organization to participate in a strike in the State of Florida.

4.2 The County and the Union agree that any strike, as defined herein above and by Florida Statutes 447.203, by the employees covered under this Agreement is strictly prohibited in accordance with Florida Statute 447.505.

4.3 The County and the Union agree that any employee who participates in a strike against the County by instigating or supporting in any manner a strike may be involuntarily terminated or otherwise disciplined by the County.

4.4 The County and the Union recognize that the activities prohibited by this Agreement and Florida Statutes Chapter 447.203 (6) and (7) and 447.505 are contrary to the ideals of professionalism and to the Fire Services' community responsibilities, and that any violation of this Article would give rise to irreparable damage to the County and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek from the Union all available legal and equitable relief, judicial restraint, and damages in any court of competent jurisdiction in accordance with Florida Statute 447.507.

ARTICLE 5
EMPLOYEE DUTIES

5.1 Employees covered by the Agreement shall perform duties that are related to the prevention and extinguishment of fires, emergency medical and rescue services, hazardous materials identification, response, and mitigation, and any other regular and customary station and general fire duties prescribed by the Fire Chief or his designee.

ARTICLE 6
SENIORITY

6.1 Seniority is defined as an employee's length of continuous regular full-time service in the department since his last date of hire. less any adjustments due to layoff, approved leave of absence without pay for more than 240 hours, promotion out of bargaining unit, or any other unpaid break in service.

6.2 Service classification date is defined as the date a level of promotion is obtained by an employee. There is a service classification for all positions represented by this Collective Bargaining Agreement. If an employee is promoted upon obtaining an additional certification, his seniority date will remain the same, but his service classification date will change to reflect the additional promotion. Upon request of the Union, and no more than three times each year, the Fire Department office will prepare a service classification listing for each job classification, and it will be mailed to the Union president.

6.3 In all applications of seniority under this Agreement, where skills, ability (including physical fitness) and qualifications to perform the required work are equal in classification among the employees concerned, seniority as defined in Section 6.1 will govern. The County will prepare and maintain a Seniority list based on the order in which each employee was hired from first to last. It is the responsibility of the County to maintain and update this list as needed. This list will be the final definition in reference to issues of seniority as defined in Section 6.1 and other articles in agreement.

ARTICLE 7
PROBATION

7.1 *New Hires.* All new employees, including rehired employees, will be considered probationary employees and must successfully complete a probationary period before attaining regular employment status.

A. The County will evaluate each new employee for the purpose of determining whether he has successfully completed probation by examining abilities which may include, but are not limited to, Standard Operating Guidelines, Task Book, Standing Orders, emergency vehicle and pump operation.

B. Each newly hired or rehired employee becomes a probationary employee upon the date of his hire or rehire and remains so until he has successfully completed his required probationary period. These required periods are as follows:

Newly hired employees	Twelve (12) months
Rehired employees	Twelve (12) months

During the probationary period, the probationary employee may be disciplined, laid off, or otherwise dismissed at the sole discretion of the County, and neither the reason for, nor the disciplinary action, layoff nor dismissal may be the subject of a grievance. In the case of layoff and recall, there will be no seniority among probationary employees. Upon successful completion of probation, an employee attains regular status with all the benefits of employment afforded regular employees, including seniority credit from their date of hire. All probationary employees will receive an employee evaluation on or near the midpoint and just prior to the end of their probation period.

Newly hired or rehired probationary employees may use shift swaps with the approval from their Division Chief.

All new hires and rehires will be given orientation pursuant to the Fire Chief's orientation program.

7.2 *Promotional Probation.* Any regular employee who is promoted will be considered as a special probationary employee, and must successfully complete a special probationary period before being appointed to the new or related position classification. The special probationary period is as follows:

Promoted employees	Six (6) months

For the purpose of this Agreement, special probationary employees are entitled to all the benefits of regular employees.

If the special probationary employee fails to demonstrate that he can perform within the special probationary period, the Fire Chief shall return the employee to his former classification without any loss of seniority or rate of pay for that classification previously held. Any other employees who were transferred or promoted following, and as a result of, this employee's promotion will also return to their former classification without any loss of seniority or rate of pay for that classification previously held.

7.3 *Disciplinary Probation*. Disciplinary probation may be imposed for a length of time to be determined by the Fire Chief or his designee as appropriate for the seriousness of the infraction. Employees on disciplinary probation are not eligible for overtime unless a regular employee in the same classification is not available to work, nor may they utilize shift swaps during this time. The maximum probation period for a single offense will be one year. Employees on disciplinary probation will be eligible for education benefits in accordance with educational article.

7.4 *Reclassification Probation*. Reclassification probation may be imposed for a period of ninety (90) days on employees who return to bargaining unit status. Employees on reclassification probation will be eligible for educational benefits in accordance with Article 16. Reclassification probation does not apply to the technical ladder.

ARTICLE 8
WORK RULES AND STANDARD OPERATING GUIDELINES

8.1 All established Fire Department work rules, Standard Operating Procedures or Guidelines, and Board-Approved Marion County Safety Regulations shall be in full force and effect upon enactment of this Agreement.

8.2 The County can at its sole discretion change, prepare, issue, and enforce work rules, Standard Operating Procedures or Guidelines, safety regulations, and Risk Management Procedures Manual necessary for the safe, orderly and efficient operations not in conflict with this Agreement. Except in extraordinary circumstances, whenever the County proposes changes or issues new Work Rules, or safety regulations, it will notify the Union ten (10) business days prior to the effective date for the purpose of impact bargaining over the effects of such changes on employee terms and conditions or employment. A copy of such shall be given to the Union president or designee.

8.3 To request Impact Bargaining, the Union must state, in writing, the specific effects on employee terms and conditions of employment imposed by the work rule change. Such request for impact bargaining must be filed with the Fire Chief or his designee within ten (10) business days of notification to the Union by the Fire Chief.

8.4 For the purpose of this agreement business days will be considered Monday through Friday, excluding county recognized holidays.

ARTICLE 9
TRANSFERS

9.1 Any employee may request a transfer to an open position within the Fire Department. For purposes of this article, a transfer is defined to exclude temporary reassignments to different stations for three or fewer shifts, and all "light duty" transfers.

9.2 Employees must submit written requests for transfer to their immediate supervisor for recommendation. Requests must reflect present station assignment, desired station assignment, and date of request in electronic format through their chain of command to the Division Chief. Transfer requests are kept on file for six (6) months, renewable at the employee's option in writing.

9.3 The Fire Department will notify the Union in writing of all transfers.

9.4 Where the qualifications of two (2) employees requesting transfer to an open position are equal in classification, the employee's seniority in classification shall govern.

9.5 If an employee is to be transferred involuntarily

A. the employee will be notified by a supervisor during the shift preceding the transfer;

B. the Fire Chief or designee will notify the Union President or designee in writing seventy-two (72) hours in advance of the time of transfer to give the Union the opportunity to meet with and provide input to the Fire Chief or designee over the transfer decision; and such involuntary transfer will be for legitimate reasons.

9.6 Final decision-making authority on all voluntary and involuntary transfer rests with the Fire Chief, however management may invite the Union to attend all transfer meetings to give input.

ARTICLE 10
LAYOFF & RECALL

10.1 A layoff is a reduction in the number of employees within the Fire Department due to lack of work, lack of funds, reorganization, or any other reason except employee misconduct.

10.2 The Fire Chief will determine in his sole discretion when a layoff is necessary. Upon that determination, employees will be laid off by "last hired, first laid off". For purposes of the Article, *hired* means hired into a classification covered by this Agreement.

10.3 Whenever possible, employees will receive thirty (30) days' notice of their layoffs. A copy of such notice will be furnished to the Union President.

10.4 Employees will be recalled in the reverse order of their layoff. The Department will attempt one time to notify employees to be recalled by Certified, Return Receipt Requested mail to the employees' last known address. Employees on layoff must provide the Department with correct mailing address. An employee receiving the Department's notice of recall must inform the Fire Chief or his designee of intent to accept or reject the offer of recall within fourteen (14) calendar days of the mailing date of the offer. Failure to do so forfeits the employee's right to be recalled.

10.5 No employee will be hired into particular classifications until the employees in such classifications subject to recall under this Article have received notice of a recall offer for more than fourteen (14) days without accepting or rejecting the offer.

10.6 An employee laid off under this Article is subject to recall for up to one (1) year from date of layoff, unless he rejects or fails to respond to an offer of recall within fourteen (14) days, resigns, or retires.

10.7 An employee to be recalled must pass a County physical examination to determine fitness for return to duty. Failure to do so terminates the right to be recalled.

10.8 Recall will be into the position from which the employee was laid off, unless such position has been eliminated, in which case recall will be into an equivalent position for which the employee qualifies.

10.9 Laid-off employees will have the opportunity to continue group health insurance coverage in accordance with Article 24.3 of this Agreement.

ARTICLE 11
WORK SCHEDULE

11.1 Hours/Schedule

A. All dual-certified employees will work a schedule of 24 hours on, 48 hours off, with the exception of voluntary temporary re-assignments for the purposes of accomplishing staff work, new hire training, transitional employees or disciplinary assignments.

B. All single-certified EMTs or Paramedics shall be assigned a work schedule of no less than 80 hours per pay period.

C. Employees temporarily assigned to staff work under 11.1.1 will be assigned 112 hours in a 14-day pay cycle with the exception of new hire or transitional employee training.

D. A minimum of one (1) employee will have equal to or greater than one (1) year seniority at the beginning of each duty day.

11.2. Shift Swapping.

A. The Fire Chief or designee may, at their sole discretion, grant the request of any two (2) members of the bargaining unit to exchange shifts or days off, without a change in pay provided the employees are equally capable of performing the duties of each other's respective jobs and willing to make the exchange.

B. Requests to exchange or swap shifts of duty or days off shall be submitted in writing no less than 60 hours in advance unless otherwise approved by the Fire Chief or his designee.

C. An employee may not initiate more than five (5) shift swaps per month, nor pay back more than five (5) shift swaps per month.

D. Shift exchanges of less than 12 hours for dual-certified and 6 hours for single-certified (one-half shift) are not subject to this limitation, but must be approved in advance by the Fire Chief or designee.

E. Shift exchanges will not be granted if they will result in additional overtime payments. The Fire Chief is not required to maintain records of shift swaps.

F. Employees who fail to fulfill pre-approved shift exchange will receive a "swap penalty" of 1 1/2 times hours missed, deducted from their leave.

11.3 All Dual-certified Employees may not work more than fifty-six (56) hours in a seventy-two (72) hour period, without a twelve (12) consecutive hour off-duty break.

11.3.1 All single-certified EMT and PM may not work more than twenty-seven (27) hours in a forty-eight (48) hour period, without a twelve (12) consecutive hour off-duty break.

ARTICLE 12
TEMPORARY REASSIGNMENT

12.1 Employees who suffer a personal accident or illness, or due to pregnancy, and are unable to perform his/her essential functions of their job description for a period no less than four (4) weeks may be eligible for a light duty position. Employee must have written documentation from their Physician stating they will be unable to perform their assigned duties for the next four weeks or greater. The employee must request a light duty position in writing to the Fire Chief designee. The following conditions apply to light duty:

A. At the direction of the Fire Chief or designee, the employee may perform clerical support duties within the Fire Rescue Department if medically approved by the employee's attending physician.

B. Such duties will be performed on a regular 5-day, 40-hour work week at the regular hourly rate of pay.

C. Such assignments will terminate when the employee is released for full duty by his attending physician or a maximum of ten (10) months in a twelve (12) month period.

D. The employee may, at his discretion, elect to use annual or sick leave in lieu of a light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without express approval of the Fire Chief.

E. Only five (5) employees will be assigned a light duty position due to personal accident or illness or due to pregnancy at any one time. At the discretion of the Fire Chief this number may increase.

12.2 Employees suffering from a Workers' Compensation illness or injury may be offered a light duty position under the following conditions:

A. At the direction of the Fire Chief or designee, the employee may perform clerical support duties in the Fire Rescue Department if medically approved by the mid-level practitioner assigned to the Employee Health Clinic.

B. Such duties will be performed on a regular 5-day, 40-hour work week without loss of regular pay.

C. Such assignments will terminate when the employee is released for full duty by the mid-level practitioner assigned to the Employee Health Clinic or after twelve (12) months after being assigned to the light duty assignment. After twelve (12) months, the employee shall not be assigned a light duty position, but will return to the workers' compensation program.

D. The employee may, at his discretion, elect to use annual or sick leave in lieu of light duty assignment. A combination of light duty and annual or sick leave shall not be used collectively during any one pay period without approval of the Fire Chief.

ARTICLE 13
WAGE

13.1. Effective October 1, 2014, thru September 30, 2017, unless otherwise noted, the starting rate for new employees minimum and maximum base pay (not including overtime) shall be:

Single-certified Firefighter, EMT	$ 8.98
Single-certified Paramedic	$10.98
Dual-certified EMT/Firefighter:	$ 9.83
Dual-certified Paramedic/Firefighter:	$11.83

The Chief, at his sole discretion, may increase the starting wage up to an additional 15%, depending on the applicant's experience, knowledge, skills and abilities.

A. If all employees of Marion County Board of County Commissioners receive an across the board increase, employees covered by this collective bargaining agreement will receive the same increase. Excluding, any increases received during Fiscal Year 16/17.

B. On April 2, 2016, all employees, employed as of October 1, 2014 and covered under this bargaining agreement (excluding Critical Care Paramedics), will receive $1.00 per hour added to their base pay.

C. On October 1, 2016 all active Paramedics hired prior to October 1, 2014 and covered under this agreement will receive a one-time payment of $2,000, all other employees hired prior to October 1, 2014 and covered under this agreement will receive a one-time payment of $1,500.

D. It is agreed that the County and Union will cooperatively develop, plan, and implement a competency matrix and pay bands. To achieve rapidity of this agreement, the County and Union agree that a committee will be formed to develop a competency matrix and pay bands. This committee will work cooperatively aside from the bargaining of this agreement on issues pertaining to job descriptions, qualifications for placement, education requirements, and training. Language from this committee will be placed into the 2017 agreement. Components to be considered will include, but will not be limited to, annual work performance, educational and professional achievements, physical requirements and time-in-job classification.

E. Effective October 1, 2011, upon ratification and approval by the Board of County Commissioners, the proposed pay plan for the technical ladder is as follows:

Proposed Pay Plan

Pay Grade	Minimum	New Maximum
A - FFI	$10.53	$16.46
B - FFII	$11.34	$17.66
C - FFIII	$12.95	$19.26
D - FFIV	$13.50	$22.04
E - FFV	$14.58	$23.78
F - FFVI	$15.66	$24.05

13.2 The work period, for purposes of computing overtime under the provisions of Section 7(k) of the Fair Labor Standards Act, will be a 14-day cycle.

13.3 Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 106 hours in a 14-day pay cycle. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

A. Overtime will be paid at a rate of one and one-half times the employee's regular rate for all hours physically worked in excess of 40 hours in a 7-day work week pay cycle for single-certified medical personnel. Overtime hours of work are paid in increments of a quarter-hour. Leave time scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

13.4 If an employee is called to work a non-scheduled shift and must travel from home or their regular station, he should record actual hours worked, but will be paid a minimum of two (2) hours. Rate of call-in pay (i.e., straight time or overtime rate) is determined by total hours of work during the pay period as defined in 13.3 and 13.3.1.

13.5 Newly-certified employees who successfully complete the State Paramedic program and upon date of certification, shall have $2.00 per hour added to their base hourly rate.

13.6 All above monies for paramedics shall be paid as long as the certifications are maintained and utilized as requested. Failure to maintain will result in forfeiture of said monies.

13.7 **Specialty Teams:** Employees will only be eligible for membership on one specialty team for which additional compensation is available, unless approved by the Fire Chief or designee. The teams are Hazardous Material Team (HazMat) or Technical Rescue/Special Operations.

13.8 Employees in various classifications may voluntarily elect to participate on the HazMat Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The team may be composed of up to a maximum of 40 members, of which three will be HazMat Toxicology trained paramedics.

B. The requirements for HazMat Team membership include:

1. successful completion of the following classes:

Florida State HazMat Certification, 40 hour HazMat chemistry or equivalent, Radiological monitoring certification. (Florida Hazards Material Technician 160 Hrs) or equivalent as determined by the Division Chief of Training.

C. Meet the minimum performance expectations of the HazMat team commanding officer.

D. A minimum of forth-eight (48) hours documented HazMat team training will be required annually and paid at the applicable rate.

E. The positions of the specialty teams will be allocated based upon departmental needs at the sole discretion of the County.

F. Compensation for team members who meet all of the requirements will be $.675 per hour for Hazmat Team members.

13.9 Technical Rescue Team: Employees in various classifications may voluntarily elect to participate on the Technical Rescue/Special Operations Team by successfully completing a placement test and interview process for open positions and by meeting certain requirements to remain a member of the team as outlined below.

A. The team may be composed of up to a maximum of 40 members.

B. The requirements for Technical Rescue/Special Operations Team membership include:

1. Successful completion of the following classes:

Confined Space OPS
Rope Rescue OPS
Trench Rescue OPS
BTLS or ITLS
Air Monitoring
Urban Search and Rescue OPS
Vehicle Machinery Rescue OPS

2. Or equivalent classes as determined by the Division Chief of Training.

3. Meet the minimum performance expectations of the Technical Rescue/Special Operations Team Commanding Officer.

C. Compensation for team members who meet all of the requirements in 13.9.2 will be paid $.675 per hour for Technical Rescue/Special Operations Team.

13.10 Driver Engineer I (Engine) must be a State Certified Paramedic and have state certification in hydraulics and pump operations and have a minimum of three (3) years continuous career service.

A. Employees regularly assigned to Driver Engineer I duties will receive the following compensation.

1. $ .50 per hour.

13.11 Driver Engineer II must have at least 2 years as Driver Engineer I, completed aerial operations and cleared as an aerial operator.

A. Employees regularly assigned to Driver Engineer II duties will receive the following compensation.

1. $. 65 per hour.

2. The positions of the Driver Engineer I & II will be allocated based upon departmental needs at the sole discretion of the County.

a. Employees must have completed condition of employment and years of service for position.

13.12 Employees assigned to a transport rescue will receive the following compensation:

All EMTs assigned to transport rescue duty will receive $.75 per hour.
All PMs assigned to transport rescue duty will receive $2.00 per hour.

13.13 Station Lieutenant: To test for Station Lieutenant, employees must be a State Certified Paramedic and have a minimum of five (5) years continuous service with Marion County Fire Rescue as a dual-certified employee. They must have served as a promoted Driver for one year and they must successfully pass Company Officer, Strategies and Tactics I and II, Building Construction, Courage to be Safe, and also complete all FFI classes as identified in 13.14.b.

A. Employees regularly assigned to Station Lieutenant duties will receive the following compensation: $1.25 per hour.

B. The positions of the Station Lieutenant will be allocated based upon departmental needs at the sole discretion of the County.

13.14 Critical Care Paramedics: To test for the position of Critical Care Paramedic, employees must possess a State of Florida Paramedic Certification and maintain CPR, ACLS, and Critical Care Paramedic certifications, set forth by the Marion County Fire Rescue department. They must be a Paramedic for five (5) years, with three (3) years continuous experience on an ambulance.

A. Employees regularly assigned to Critical Care Paramedic duties will receive the following compensation:

1. $2.00 per hour.

13.15 Career Technical Ladder (Table 1), and educational requirements for each jobclassification are:

Forestry and Florida State Fire College approved classes or equivalent as determined by the Division Chief of Training.

A. **FF (Probation)**

Probationary Level Firefighter
Probationary Level EMT/Firefighter
Probationary Level Paramedic/Firefighter
1-100 Incident Management System

B. **FF I**

Vehicle Extrication 20 hours
S-130 Firefighter Training
S-190 Introduction Wild Land Fire Behavior
I-200 Basic Incident Management Systems
IAFF HazMat Ops for First Responder or
HazMat I/40 hr.

C. **FF II**

Apparatus Operations
Fire Service Hydraulics
S-205 Fire Operations in Urban Interface
I-300 Intermediate Incident Management Systems
S-330 Task Force/Strike Team Leader
Firefighting Tactics and Strategy I
BTLS

D. **FF III**

Farmedic or Industrial Rescue or equivalent
Aerial Operations
Fire Service Course Delivery
Firefighting Tactics & Strategy II
Company Officer
Fire Prevention Practices
Private Fire Protection Systems I
PALS or PEP – (medics only)

E. **FF IV**

Emergency Response to Terrorism
Bldg. Construction for Fire Service
Construction Documents & Plans Review
Codes & Standards
Rope I
Fire Chemistry
Origin and Cause

F. **FF V**

Private Fire Protection Systems II
Public Information Officer
Fire & Life Safety Educator Level I
Ethical and Legal Issues for Fire Service

G. **FF VI**

13.16 Employees will receive classification change based on performance standard, education/certification, (Table 1) minimum time in-grade as long as the employee is not on disciplinary probation. To assess employee's performance, Labor and Management will cooperatively continue to improve the performance standard evaluation by utilization of the department's Health and Safety Committee.

13.17 Employee receiving a classification change from a Firefighter probationary to a Firefighter I position shall receive the minimum of the pay grade or may be granted a three (3%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped".

A. A "capped" employee shall continue to receive the various wage increases as approved, but their wage increases shall be divided into 26 equal payments,

payable each pay period. Such wage increases will cease after the 26th payment.

1. Any current employee with more than 15 years of service as of 10/01/2003, shall not have the maximum of the salary cap apply to their classification.

2. Any current employee with more than six (6) years of service but less than fifteen (15) years of service as of 10/01/2003, shall not be affected by the cap for a period of five (5) years. After the sixth (6) year of service, as of 10/01/2008, the cap shall apply.

13.18 Employee receiving a classification change from a Firefighter I to a Firefighter II position shall receive the minimum of the pay grade, or may be granted six (6%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped". See definition in 13.16.1 for capped employee.

13.19 Employee receiving a classification change from a Firefighter II to a Firefighter III position shall receive the minimum of the pay grade, or may be granted six (6%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped". See definition in 13.16.1 for capped employee.

13.20 Employee receiving a classification change from a Firefighter III to a Firefighter IV position shall receive the minimum of the pay grade, or may be granted six (6%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped". See definition in 13.16.1 for capped employee.

13.21 Employee receiving a classification change from a Firefighter IV to a Firefighter V position shall receive the minimum of the pay grade, or may be granted six (6%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped". See definition in 13.16.1 for capped employee.

13.22 Employee receiving a classification change from a Firefighter V to a Firefighter VI position shall receive the minimum of the pay grade, or may be granted three (3%) increase to their base pay, whichever is higher. In the event that the upgrade or any subsequent pay increase places the employee over the maximum of their pay grade, the employee is considered "capped". See definition in 13.16.1 for capped employee.

13.23 As of October 1, 2011, Firefighter VII will be eliminated. Any persons currently holding this classification will remain at this position and their pay will remain whole.

13.24 It is agreed that the County and the Union will continue to cooperatively develop the technical ladder for dual-certified employees.

13.25 During the term of this agreement, employees will be frozen in current classification and shall not move to a higher job classification during the term of this contract and are not subject to retroactive pay.

A. Probationary employees will move from probationary status to FF I classification upon completion of the one year probationary period and obtaining their dual certification and pursuant to the terms of specific condition of employment.

B. Employees can move only one job classification per year.

For the purpose of this Agreement, promotional probationary employees are entitled to all the benefits of regular employees.

13.26 Reclassification down (Demotion). An employee who is demoted from dual-certified to single-certified will receive a six (6) percent reduction in salary or to the maximum of the pay rate of the lower position whichever pay is less. This provision does not apply to disciplinary demotions. Employees demoted for disciplinary reasons shall receive the minimum pay rate of the wage grade in which demoted.

Career Technical Ladder for Fire-Rescue Represented Employees October 1, 2010 to September 30, 2011

Job Classification*	Min. Salary	Max. Salary	Min. Time in Grade (Years)	Max Time in Grade (Years)	Min. Longevity (Years)	Positions/stipends available with classification **					
(Probation)	$8.98	n/a	1 yr.	1	1yr.		Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $.50 hr.***		
FF I	$10.53	$16.46	2	n/a	3		Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $.50 hr.		*Shift Lt. changed to Station
FF II	$11.34	$17.66	2	n/a	5	EMS Lieutenant $1.25 hr.	Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $.50 hr.		Station Lieutenant $ 1.25 hr
FF III	$12.95	$19.26	2	n/a	8	EMS Lieutenant $1.25 hr.	Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $ .50 hr	Driver Engineer II $ .650 hr	Station Lieutenant $ 1.25 hr
FF IV	$13.50	$22.04	2	n/a	12	EMS Lieutenant $1.25 hr.	Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $ .50 hr	Driver Engineer II $ .650 hr	Station Lieutenant $ 1.25 hr
FF V	$14.58	$23.78	2	n/a	16	EMS Lieutenant $1.25 hr.	Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $ .50 hr	Driver Engineer II $ .650 hr	Station Lieutenant $ 1.25 hr
FF VI	$15.66	$24.05	2	n/a	20	EMS Lieutenant $1.25 hr.	Hazmat Team $.675 hr	Tech Rescue $.675 hr.	Driver Engineer I $. 50 hr	Driver Engineer II $ .650 hr	Station Lieutenant $ 1.25 hr

*Classification based on education/certification, performance standard, minimum time in grade.

Table 1.

Driver Engineer I = Heavy equipment operator, excludes aerial operations

Driver Engineer II = Heavy equipment operator, aerial operations

** Positions will be allocated based upon departmental needs at the sole discretion of the county.

***Must have three (3) years longevity

Employees must maintain a level of competency to remain in a specific position and/or classification. Annual evaluation and/or certification will be created to evaluate competency and insure minimum standards beginning 10/01/2008

ARTICLE 14
EMPLOYEE EVALUATIONS

14.1 Each employee's performance is evaluated at least annually by his immediate supervisor within 30 days of the employees' anniversary date. All evaluations are reviewed by the Fire Chief before processing by the Human Resources Department.

14.2 All probationary employees are evaluated on or near the midpoint and just prior to the end of the twelve (12) month period from date of hire and date of promotion, or more frequently if deemed appropriate by the Fire Chief.

14.3 The immediate supervisor discusses the performance rating with the employee, who signs a copy which is placed in the employee's personnel file. The employee's signature only indicates his acknowledgment of the discussion. The employee may agree or disagree with the evaluation in writing.

14.4 An employee may appeal a performance evaluation to the Fire Chief by requesting a meeting in writing within (10) business days following receipt of the evaluation, stating the areas of disagreement. If the employee is dissatisfied with the decision of the Fire Chief, he may appeal to the County Administrator within ten (10) business days of the decision by the Fire Chief. The County Administrator's decision shall be final and not subject to the Grievance Procedure contained in this Agreement.

ARTICLE 15
WORKING OUT OF CLASS

15.1 If an employee is assigned for more than twelve (12) hours to another classification in a higher pay grade, he will be paid at the entry level hourly rate for that classification, or three (3%) percent above his current regular rate, whichever is greater.

15.2 In the event an employee is assigned for one or more shifts to another classification in a lower pay grade, he will be paid at his regular rate.

15.3 If a qualified employee currently on a specific promotional list is assigned for more than twelve (12) hours to a position receiving an hourly stipend (e.g., Driver Engineer I or II), he will be paid the hourly stipend for that position for the shifts he serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

15.4 If a qualified employee is assigned to a rescue transport position receiving an hourly stipend, he will be paid the hourly stipend for that position for the time he serves in that capacity. This assignment is based on the needs of, and at the discretion of, the Department.

ARTICLE 16
EDUCATIONAL BENEFITS

16.1 Employees may attend educational programs at their cost if they can arrange their work schedules through shift swapping or annual leave. Where prior approval is obtained from the Fire Chief or designee, an employee will be reimbursed for tuition in accordance with 16.6 and 16.7 below, pending the availability of funds. So long as the Department maintains a state of operational readiness, the Department may provide shift coverage Monday-Friday, 0800-1700. Shift coverage must be requested in writing to the Fire Chief or his designee. In this instance, the employee will be "swapping" time with the department and this time must be paid back in 12 to 24 hour increments. In the event of a schedule conflict, seniority, as defined in accordance with Article 6, will prevail.

16.2 Department training will be provided when necessary and practical as determined solely by the Fire Chief. Employees may voluntarily attend outside training without pay and on their own time, utilizing shift swapping or annual leave.

16.3 Training time mandated by the Department while on or off duty will be paid at the applicable rates in effect at the time of the training. Approved training costs such as tuition and books will be reimbursed by the Fire Department upon successful completion.

16.4 Approved training costs will be reimbursed by the Department only upon successful completion of the training program *(Successful completion is defined as completing the course or training program with grades as outlined in paragraph 16.6.3).* Employees seeking such reimbursement must not be on introductory probationary status, except those who are attending paramedic school.

16.5 When possible and upon prior approval from the Fire Chief or designee, the Department may provide transportation for out-of-county training programs.

16.6 Partial Tuition Refund Program: With the prior approval of the Division Chief, Division Chief of Training, and Fire Chief, the partial tuition refund program may be used to assist employees in obtaining a job-related degree or complete job related courses.

A. **Eligibility:** To be eligible to participate in the partial tuition refund program, an employee must:

1. Be a full time regular employee.

2. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending Paramedic school.

3. Be on active employee status at the time of application and upon completion of classes.

NOTE: An employee will not be reimbursed if he leaves the employ of the Fire Rescue Department before completing the course, or in case of course completion, before reimbursement can be processed.

4. Select courses which have a relationship to the employee's present job, possible future assignment or promotion, or be pursuing a degree which is related to the employee's job.

5. Schedule courses which will not interfere with normally scheduled work unless use of accumulated annual leave, shift swaps, or is approved by the Fire Chief or designee.

6. Select courses offered at an accredited secondary school, college or university, or business school, technical institute or trade school. Questions regarding the qualification of an educational institution should be addressed to the Division Chief of Training.

B. **Service Obligation**: Employees who participate in the program must agree to remain in the employ of the Fire Rescue Department for at least one (1) year following course completion. Employees who retire, resign, or are terminated for cause within the one (1) year period shall reimburse the Fire Rescue Department for tuition benefits paid to them for courses completed during the preceding twelve (12) months. Reimbursement shall be by cash payment or from any monies due at the time of separation.

C. **Refunds**: Refunds will be made to approve applicants who complete courses in accordance with the following:

1. Refunds will only be made for satisfactory completion of undergraduate courses with grades of A,B,C, or "Pass" when used by a school in lieu of a letter grade; or completion of graduate courses with grades of A or B, or "Pass" when used by a school in lieu of a letter grade.

2. A maximum of $1,000 per fiscal year will be approved for any one employee.

3. Refunds will not be made for textbooks, materials, or other course fees, or student activities, or parking fees.

4. The County will reimburse employees only to the extent that they are not reimbursed through other Federal, State or local programs.

5. Refunds are made only on receipt of evidence of payment and certification of passing grades or successful completion where appropriate.

6. Request for refund shall be made within thirty (30) days after completion of an approved course.

D. **Application:**

1. Application for approval of courses is made on the Tuition Refund application form.

2. An application for each course is to be submitted to the Division Chief of Training and the Fire Chief or designee, for final approval.

3. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by Fire Chief.

4. The application will be approved or disapproved in accordance with the eligibility criteria, refund limitations, and availability of funds.

5. A copy of the approved or disapproved application will be returned to the employee.

6. Employees must pay tuition and other costs directly to the school.

16.7 Paramedic Tuition Program: To be eligible to participate in the tuition program an employee must:

A. Be a full time regular employee.

B. Have successfully completed introductory probationary period immediately preceding the start of classes, except those employees attending paramedic school.

C. Be an active employee at the time of application and upon completion of classes.

D. Tuition will be limited to and not to exceed the College of Central Florida's current advertised tuition rate.

16.8. APPLICATION:

A. Application for approval of courses is made on the Tuition Refund application form.

B. An application for each course is to be submitted to the the Division Chief of Training and the Fire Chief or designee, for final approval.

C. The completed application must be filed with the Training Division at least two (2) weeks before the course begins, unless approved by the Fire Chief or designee.

D. The application will be approved or disapproved in accordance with the eligibility criteria.

E. A copy of the approved or disapproved application will be returned to the employee.

F. The employee agrees to authorize the school or college to release grade reports to MCFR Training Division. In that regard, the employee shall execute a release and authorization form and any other form necessary to effect release of employee's grades to MCFR.

16.9. Students may enroll at the Florida school of their choice and submit the required fee slip to the Training Division along with a completed tuition reimbursement form. The Training Division will then submit the required payment directly to school. After each semester, the student shall return to the Training Division and present a report card along with the next semester's required fee slip. If the student is not passing then payment shall be denied.

A. If the employee fails, the employee shall reimburse MCFR for all fees and costs expended by MCFR associated with funding the employee's paramedic education. These reimbursable costs include, but are not limited to, all tuition, fees paid by MCFR on behalf of the employee. An employee who fails will not be able to use funds from the Tuition Refund Program for Paramedic School.

B. If the employee withdraws from class and chooses not to continue, they shall immediately reimburse MCFR for all costs as set forth above.

16.10. For funds which have been reimbursed by state and federal programs for this training, the employee shall not be responsible for providing reimbursement as required by this agreement.

16.11. **Service Obligation:** Employees who participate in the Paramedic program must agree to remain in the employ of the Fire Rescue Department for at least two (2) years following state certification. Employees who retire, resign, or are terminated for cause within the two (2) year period shall reimburse the Fire Rescue Department for tuition benefits paid. Reimbursement shall be by cash payment or from any monies due at the time of separation.

Marion County Fire Rescue Department
Tuition Refund Application

Employee Name: _____

Job Title: _____

Name & Location of University, College or School: _____

Date Class Begins: _____ Date Class Ends: _____ Course Code#: _____

Title of Course: _____

Credit Hours: _____ Tuition $: _____ Registration $: _____ Lab Fee $ _____

Lodging $: _____ Meals $: _____ Transportation $: _____

☐ Undergraduate Course ☐ Graduate Course
☐ Technical School ☐ Seminar
☐ Other
(Please attach course description and/or other related paperwork to this application)

Catalog description of course:

_____

_____

State how your proposed course work meets the objectives of the Tuition Refund Program:

_____

_____

It is my intent at this time to remain in the employ of the Marion County Fire Rescue Department for at least one year following completion of approved course work "except paramedic training"; and two years following initial state certification as a paramedic. In the event I leave the employment of the County within this time period, I agree to repay the County for tuition refund benefits applicable to courses completed during such period.

Employee Signature: _____ Date: _____

Approvals:	**Yes**	**No**	**Date**
Division Chief of Training or Designee_____	☐	☐	_____
Fire Chief or Designee: _____	☐	☐	_____

Comments:_____

_____

_____

_____

Date Returned to Employee: _____

ARTICLE 17
TRAVEL PAY

17.1 If a member of the bargaining unit is required to use his own vehicle for approved official business, he will be reimbursed in accordance with the State of Florida guidelines, including reimbursement for mileage when, after reporting for duty, he is sent to another station using his own personal vehicle. The employee shall also be reimbursed for mileage if sent back to the originating station.

17.2 All travel reimbursements will be paid on a quarterly basis.

ARTICLE 18
HOLIDAYS

18.1 The following nationally recognized holidays are observed by the County as recognized by the Marion County Board of County Commissioners or specifically listed below:

New Year's Day
M.L. King Birthday (3rd Monday in January)
Memorial Day (Last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Veteran's Day
Thanksgiving Day (4th Thursday of November)
Friday after Thanksgiving
Christmas Day

Any other day declared an employee holiday by the County Commission.

18.2 Employees that work on Marion County approved holidays will receive pay at-time and one half (1 1/2) for all actual holiday hours worked. In order to receive overtime pay, an employee must be in an approved pay status on the employees scheduled shift prior to the holiday, the day of the holiday, and the following employees scheduled shift after the holiday.

18.3 In lieu of holiday pay, all active employees will receive 96 hours of annual leave time, which includes the 9.6 hours of personal holiday, added to their accrual October 1st in each year of the contract. (See Article 19)

18.4 Employees who are hired after October 1st in each year of the contract will have the holiday hours converted to annual leave on a pro-rated basis as follows:

Hired between October 1st and Veterans Day. . . . . 96 hours
Hired after Veterans Day and before Thanksgiving Day. . . . . 86.4 hours
Hired after Thanksgiving Days and before Christmas. . . . . .67.2 hours
Hired after Christmas Day and before New Year's Day . . . . .57.6 hours
Hired after New Year's Day and before M. L. King Day . . . . .48 hours
Hired after M. L. King Day and before Memorial Day . . . . . 38.4 hours
Hired after Memorial Day and before Independence Day . . . 28.8 hours
Hired after Independence Day and before Labor Day . . . . . .19.2 hours
Hired after Labor Day and before October 1st. . . . . 9.6 hours

18.5 Employees who terminate prior to the actual date of future holidays will have their annual leave accruals deducted in the following manner:

Terminate between October 1st and Veterans Day	96	hours
Terminate after Veterans Day and before Thanksgiving Day	86.4	hours
Terminate after Thanksgiving Days and before Christmas	67.2	hours
Terminate after Christmas Day and before New Year's Day	57.6	hours
Terminate after New Year's Day and before M. L. King Day	48	hours
Terminate after M. L. King Day and before Memorial Day	38.4	hours
Terminate after Memorial Day and before Independence Day	28.8	hours
Terminate after Independence Day and before Labor Day	19.2	hours
Terminate after Labor Day and before October 1st	9.6	hours

ARTICLE 19
ANNUAL LEAVE

19.1 The following procedures will be used for scheduling annual leave and resolving any conflicts of scheduling which may arise:

A. Request for annual leave use for the following year must be submitted before or during the month of December of each current year and will be processed by shift. Preference will be given to the employee's seniority date.

When an employee cannot take a scheduled annual leave due to circumstances not foreseeable at the time of scheduling, the employee may request a change in scheduling, and the Fire Chief or Designee, will normally grant such a request, provided no other employee may be bumped off his scheduled annual leave, and provided further there will not be more than fourteen (14) employees per shift on annual leave at any one time.

B. No more than fourteen (14) 24 hour blocks for dual-certified employees per shift will be allowed annual leave at the same time unless authorized by the Fire Chief. The employee per shift allowance will increase by one (1) employee per thirty-eight (38) new positions established after October 1, 2008.

C. The employee per shift allowance shall be two (2) single-certified employees per thirty-eight (38) new positions established after October 1, 2008.

D. The employee per shift allowance shall be one (1) Critical Care Paramedic, unless authorized by the Fire Chief.

E. Requests for annual leave are collected by the Division Chief or designee or appropriate supervisor assigned.

F. In the event an employee has not requested annual leave as outlined in 19.1.a. a request can be made 14 calendar days in advance of the planned annual leave usage, unless otherwise approved by the Fire Chief or designee. Approval is contingent on the existing annual leave schedule and with the sole approval of the Fire Chief.

19.2 The County grants annual leave to employees covered by this Agreement. Fifty-Six (56) hour shift employees accrue annual leave in accordance with the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE
EFFECTIVE OCTOBER 1, 2014 thru September 30, 2017

YEARS OF CONTINUOUS SERVICE	LEAVE EARNED PER PAY PERIOD	LEAVE EARNED PER PAY YEAR
0 - 4.99 Years	5.18 Hours	134.68 Hours
5 - 9.99 Years	6.47 Hours	168.22 Hours
10 + Years	8.61 Hours	223.86 Hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

CONTINUOUS SERVICE YEARS	CARRY-OVER LIMITATIONS
0 – 4.99 Years	342 Hours
5 – 9.99 Years	409 Hours
10 + Years	520 Hours

Annual leave hours earned will be credited to the employee biweekly, based upon the Annual leave schedule contained in this Agreement listed below. Thirteen and ½ hour (13.5) shift employees accrue annual leave in accordance with the following:

Service Years	Leave Earned per Pay period	Total leave earned per year
0 – 4.99 years	3.70 hours	96 hours
5 – 9.99 years	4.62 hours	120 hours
10+ years	6.15 hours	160 hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave accrued as of the end of the last pay period of the calendar year, must be used by the end of the last pay period of the calendar year, as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

Service Years	Carry Over Limitations
0 – 4.99 years	200 hours
5 – 9.99 years	240 hours
10+ years	300 hours

In the event an emergency has been declared in accordance with Article 2.3, and an employee's scheduled annual leave was canceled, thereby causing him to exceed the maximum accruals, an extension of up to six months may be requested in order to take annual leave and meet the maximum accrual rates.

19.3 Employees who were employed by EMSA shall also keep their seniority beginning October 1, 2008. For example: If 100 employees are hired on October 1, 2008, then they shall be given their seniority with MCFR in the order of their EMSA seniority. However they shall not be placed in front of any employee currently employed by MCFR.

19.4 Newly hired probationary employees accrue, but are not authorized to use, annual leave for the initial six months of employment. Employees who terminate for any reason during the first six months of employment will not be paid for annual leave. Employees are eligible to request annual leave after successful completion of the initial six months of their probationary period.

19.5 If an employee's sick leave is exhausted and he is not able to return to work, the employee may request the use of annual leave upon submission of a valid medical excuse to the Employee Health Clinic and a Duty Status form to Fire Rescue Headquarters, no later than ninety-six (96) hours, not including weekends and holidays, following the absence. The request to use annual leave in lieu of leave without pay should be sent in writing to the Deputy Chief.

19.6 Annual leave shall not be used in increments of less than twenty-four (24) hours for dual-certified employees. Annual leave shall not be used in increments of less than thirteen and a half (13.5) hours for single-certified employees. Annual leave used for education may not be used in increments of less than eight (8) hours.

19.7 In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved annual leave may be canceled and/or rescheduled. In such an event, the rescheduling shall be processed in accordance with 19.1 above.

19.8 Any employee who has completed the initial six months of his new-hire probationary period and who is laid off, resigns with proper notice, or retires, shall be paid for all accrued, but unused annual leave hours. Any employee who resigns without proper notice or who resigns in lieu of termination or who is terminated for performance or behavior problems shall forfeit all accrued, but unused annual leave hours, unless otherwise directed by the County Administrator. Payment for accrued, but not used, annual leave will not exceed the limitations contained in 19.2. The rate of annual leave pay shall be the employee's regular straight time rate in effect for the employee's regular job classification at the time of separation.

19.9 Active employees may not receive pay in lieu of taking a vacation. Earned annual leave cannot be "sold" or "exchanged" for cash payment with the exception of the 96 hours transferred from Holiday pay.

19.10 Annual leave days scheduled 14 days in advance shall be counted as hours worked in calculating overtime.

19.11 All active employees, with the exception of those on sick leave, or disciplinary probation, shall receive a "Firefighter Personal Day" each fiscal year (October 1 through September 30). The "personal day" must be taken in a full twenty four (24) hour increment for a dual-certified employee and a full thirteen ½ hours (13.5) hour increment for a single-certified employee, and within the previously referenced time period. The "personal day" is not subject to pay out if not taken prior to an employee terminating employment. Request for "personal day" use for the following year must be submitted before or during the month of December of each current year and will be processed by shift. Preference will be given to the employee's seniority date. The "personal day" will not be counted as hours worked in calculating overtime. The rate of "personal day" pay shall be the employee's regular straight time rate in effect for the employee's regular job classification. In the event the Fire Chief or designated County Official determines an emergency situation exists, any or all approved "personal days" may be canceled and/or rescheduled.

The "personal day" will be eligible for a "buy-out" at the request of the employee.

19.12 Leave Buy Out: Employees shall have the option of receiving pay at straight time up to a maximum of 120 hours of annual leave time for a dual-certified employee, or a maximum of 108 hours of annual leave time for a single-certified employee, per year subject to the following provisions:

Eligible leave for "Buy Out" requirements;

a. Personal Day as listed under Article 19.10.

b. Up to 96 hours transferred from Holiday pay.

Any employee wishing to exercise the "Leave Buy Out" option must exercise this option between October 15th and November 4th of the year in which the requirements have been met. The employee shall make this request in writing to the Fire Chief or designee.

Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

Employees in a New Hire Probationary job classification are not eligible to participate until after six (6) months of employment.

ARTICLE 20
SICK LEAVE

20.1 All full-time employees covered by this Agreement shall accrue four (4) hours of sick leave for each bi-weekly period worked. Sick leave shall accrue beginning with the first payroll period following the date of hire or rehire. Sick leave credits shall not accumulate during periods of leaves of absence without pay.

20.2 Sick leave shall be used only with the consent and written approval of the Fire Chief or designee. Probationary employees covered by this Agreement shall use leave without pay for absences during the initial six (6) months of employment, if authorized by the Fire Chief or designee. Only with strict approval of the Fire Chief or Designee, may a probationary employee use sick leave during the initial six (6) months of employment. Employees covered by this Agreement may use accrued sick leave for a personal illness, accident, injury, or a physician's appointment. If an employee requests use of sick leave for three (3) consecutive or non-consecutive shifts in any thirty (30) day period, a written statement from a physician must be provided to verify the reason for such use of sick leave when the employee submits a Request For Absence form for approval by the Fire Chief or designee. All requests for use of sick leave on a holiday must include a written statement from a physician submitted with the Request for Absence form.

20.3 A request may be made to utilize sick leave for the illness or injury of a member of the employee's immediate family. Immediate family is defined as spouse, parents, children, grandparents, brothers, sisters, grandchildren or mother/father-in-law of the employee, or persons living in the employee's household that the court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home

20.4 Frequent use of sick leave under this Agreement will constitute sufficient grounds for a presumption that the physical fitness of the covered employee is below the standard necessary to perform the required duties. For purposes of this Agreement, a presumption of abuse is defined as utilization of more than sixty percent (60%) of the total sick leave credits without a Doctor's note, accrued during the time of the covered employee's employment beginning in the year 2005. Sick leave usage approved under the provisions of Family Medical Leave Act (FMLA) is exempt from being defined as abuse. Abuse of sick leave use will constitute grounds for disciplinary action, not excluding termination of employment.

20.5 Sick leave may be accrued up to a maximum of 1040 hours.

A. Employees with more than ten (10) years but less than twenty (20) years with the County may be paid for ten percent (10%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

B. Employees with more than twenty (20) years but less than twenty-five (25) years with the County may be paid for twenty percent (20%) of their accrued sick leave hours, at their regular rate of pay at the time of termination.

C. Employees with more than twenty-five (25) years with the County may be paid for twenty-five percent (25%) of their hours at their regular rate of pay at the time of termination

D. Employees with more than thirty (30) years with the County may be paid for thirty percent (30%) of their hours, at their regular rate of pay at the time of termination.

E. Employees with less than ten (10) years with the County shall not be reimbursed for any unused sick leave hours.

Employees who voluntarily resign with a written notice of resignation of fourteen (14) calendar days or more, shall be paid for unused sick leave hours in accordance with the section above. Employees terminating from the County without providing a fourteen (14) calendar day written notice, or whose termination is the result of an administrative action against them for performance or behavior reasons, shall forfeit all unused sick leave hours unless otherwise approved by the County Administrator.

20.6 Sick Leave Probation - Sick leave probation shall be imposed for abuse of sick leave, which is defined as:

A. When an employee has used more than seventy-two (72) hours of sick leave without a Doctor's note for the current calendar year or more than sixty percent (60%) of the previous three (3) calendar years.

B. When an employee uses sick leave (or combination of sick leave and leave without pay) for four (4) or more times within a twelve month period, the day before or the day after a weekend or holiday.

C. When an employee routinely takes a day of sick leave (or leave without pay), i.e. once a month, on a particular day of the week or after a payday.

The employee's sick leave probationary period will continue until the employee has restored their sick leave balance to the fourty percent (40%) accrual level or until the employee's sick leave use has improved beyond the above recommendations.

When an employee presents a valid medical excuse from their attending physician, the Fire Chief or designee will use this as justification that the employee has not abused their sick leave privileges. The valid medical excuse must be presented to the Employee Health Clinic, and the Duty Status form needs to be provided to Fire Headquarters no later than 96 hours following the absence. Should the Clinic be

closed due to holiday or weekend, it should be presented on the next business day.

In the case of sick leave abuse, the Fire Chief or designee should weigh all factors in these situations before reaching a judgment and consult Human Resources if needed for guidance.

20.7 MEMBER SICK LEAVE DONATION PROGRAM

A. The County will provide a leave donation program to eligible members recognized by this contract. The leave donation program shall be provided under the general guidance of the Human Resources Director. Eligible employees may request or donate leave as described in this policy.

B. For the purpose of this policy, the following definitions shall apply:

1. Donor: An eligible member who has elected to donate leave to another member.

2. Immediate Family: The member's spouse, child, parent, and any person who resides in the member's household and is recognized by law as a dependent of the member.

3. Recipient: An eligible member who has been authorized to solicit donations of leave from members. The maximum allowable leave donations within a twelve (12) month period is (480) hours.

C. This policy is applicable to all members of the County who are eligible to accrue and use paid leave and who have been continuously employed for not less than twelve (12) months in a County position(s) entitled to earn leave.

D. Leave donation shall be permitted from one County member to another County member subject to the provisions of this policy.

E. The Director of Human Resources or designee shall have the discretion to approve or deny all requests to solicit leave donation.

F. Leave donation shall be strictly voluntary. The identity of donors shall be confidential and shall not be provided to the recipient or to any other individual unless necessary to administer the donation.

G. No member shall threaten, coerce, or attempt to coerce another member for the purpose of interfering with rights involving the donation, receipt, or use of leave. Prohibited acts include, but are not limited to, promising to confer or conferring a benefit such as appointment, promotion, or salary increase, or making a threat to engage in, or engaging in an act of retaliation against the

member. Any violation of this provision shall be considered to be misconduct and shall be subject to disciplinary action, up to and including termination.

H. To be eligible to request donated leave, a member must:

1. Be employed in a position entitled to earn and use leave;

2. Have been continuously employed for not fewer that twelve (12) consecutive months in a position entitled to earn leave;

3. Not have been on an attendance or other corrective action plan or undergoing disciplinary action for leave abuse or misuse in the twelve (12) month period preceding the request;

4. Have exhausted all accrued leave (Sick and Annual).

I. Use of donated leave: All donated leave becomes sick leave, and is therefore subject to applicable provisions of the County policy governing sick leave usage. Accordingly, a recipient may use donated leave for:

1. Personal illness or disability;

2. and Medical care, illness, or accident in the member's immediate family which requires the employee's presence.

J. A member may not solicit leave donations for:

1. Any occupationally related accident or illness which is compensable under Worker's Compensation benefits;

2. Disability incurred in the course of committing a felony or assault;

3. Normal child birth;

4. Intentional self inflicted injuries;

5. Cosmetic and elective surgery.

K. A member may not use donated leave in the following circumstances:

1. During periods of disciplinary probations, suspensions, or sick leave probation, or;

2. While receiving disability insurance benefits.

L. Members on sick leave probation may only use donated leave with the approval of the Fire Chief or Designee.

M. To be eligible to donate leave, a donor must:

1. Be employed in a County position entitled to earn and use leave;

2. Have been continuously employed for not fewer than twelve (12) consecutive months by the County in a position(s) entitled to earn leave;

3. Have no less than eighty (80) hours of accrued sick leave and/or no less than eighty (80) hours of accrued annual leave;

4. Have not submitted a written notice of resignation or retirement;

5. Not be the recipient of proposed adverse action for dismissal or on a disciplinary suspension or probationary status.

6. Not be on any form of authorized or unauthorized leave of absence without pay.

N. Request to solicit donated leave shall be as follows:

1. A member may request solicitation of donated leave no more than thirty (30) calendar days prior to going into an authorized leave without pay status.

2. The member must request approval to solicit donated leave by submitting a Request for Donated Leave Form, which describes the circumstances upon which the request to solicit leave donations is based, and a County Certification of Health Care Provider Form, which must be completed by a physician or licensed health care provider. Submission of this request is the member's release to allow the Clinic Supervisor to review the request.

O. The Certification of Health Care Provider Form must include the following information:

1. The date the health condition began;

2. The probable duration of the condition/treatment or absence in days, weeks, or months;

3. The appropriate medical facts within the health care provider's knowledge; and

4. The extent to which the member is unable to perform the essential functions of his/her position or the estimated amount of time the member is needed to care for a member of the immediate family, whichever is applicable.

P. If the member has previously submitted an acceptable medical certification form covering the period of illness or disability, a copy of this certification may be submitted with the request of donated leave. The Clinic Supervisor will review the information submitted and other relevant facts to determine whether the request to solicit leave should be approved. If the request to solicit leave is approved, the Director of Human Resources or designee will designate the member as a recipient under the provisions of this policy.

Q. Upon approval of the request to solicit leave, designated Human Resources staff shall prepare a proposed Solicitation of Donated Leave Announcement Form based on the information provided in the Request for Donated Leave Form.

R. The Solicitation of Donated Leave Announcement shall be circulated to all members recognized by this contract via electronic mail for circulation/posting. Leave donations, however, will be accepted until the maximum number of hours (480) is received or until the recipient returns to work and is no longer eligible for leave donations, whichever is sooner.

S. Leave donation procedures will be as follows:

1. The donor must complete a Leave Donation Form which identifies the type and amount of leave being donated, authorizes the deduction of the leave from the leave balance (s), assigns the recipient, and surrenders any future claim to the leave if it is credited to the recipient. However, leave will be credited to the recipient only as needed, and it will be returned to the donor if the recipient returns to work or reaches the maximum allowable hours (480) before the leave is used.

2. The donor may give any amount of annual leave as long as the donor maintains a minimum balance of sixty (60) hours of annual leave after donation.

3. The donor may give up to 120 hours of sick leave per calendar year, as long as the donor maintains a minimum balance of sixty (60) hours of sick leave after donation.

4. Donations must be made in whole hours with the minimum donation amount being four (4) hours.

5. Members who wish to donate leave must submit a Leave Donation Form to the Human Resources Director or designated staff.

6. After reviewing the member's request to donate leave, the Director of Human Resources or designee will provide the potential donor with either the donated leave response acceptance or a donated leave response returned memorandum.

T. Receipt and use of Donated Leave shall be as follows:

1. Donations, not to exceed (480) hours (for full-time members) shall be credited to a recipient in the order in which the donations are received by the Human Resources Department and as the recipient needs the hours. Donations received after the maximum use of donated hours has been reached, will not be accepted. Note: Part-time employees will receive a pro-rated amount of donations based on the (480) hour maximum.

2. Multiple donations are permitted for the same recipient. However, no recipient, who is a full-time member, will receive more than 480 hours of donated leave in a twelve (12) month period.

3. While using donated leave, the recipient will be in a pay status and, as a result, will accrue annual and sick leave. All accrued leave must be used prior to continuing to use donated leave.

ARTICLE 21
INCENTIVE HOURS

21.1 To provide incentive for employees who make conservative use of their sick leave privileges, the County provides incentive hours. There are a total of forty-eight (48) incentive hours for dual-certified employees available per fiscal year. For those employees employed for a full fiscal year, the following applies:

A. 0 sick hours taken ..... 48 incentive hours earned as annual leave

B. 1 sick hour taken..... 47 incentive hours earned as annual leave

C. 2 sick hours taken ..... 46 incentive hours earned as annual leave (and so on)

D. 47 sick hours taken ..... 1 incentive hour earned as annual leave

E. 48 or more sick hours taken....0 incentive hours earned as annual leave

Employees with less than six (6) months of County service are not eligible for incentive hours. Employees with more than six (6) months of County service, but less than one year are provided a pro-rated share of incentive hours.

21.2 To provide incentive for employees who make conservative use of their sick leave privileges, the County provides incentive hours. There are a total of twenty-four (24) incentive hours for single-certified employees available per fiscal year. For those employees employed for a full fiscal year, the following applies:

A. 0 sick hours taken ..... 24 incentive hours earned as annual leave

B. 1 sick hour taken..... 23 incentive hours earned as annual leave

C. 2 sick hours taken ..... 22 incentive hours earned as annual leave (and so on)

D. 23 sick hours taken ..... 1 incentive hour earned as annual leave

E. 24 or more sick hours taken....0 incentive hours earned as annual leave

Employees with less than six (6) months of County service are not eligible for incentive hours. Employees with more than six (6) months of County service, but less than one year are provided a pro-rated share of incentive hours.

21.3 Leave Buy Out: Employees shall have the option of receiving pay at straight time up to a maximum of 48 hours for dual-certified employees, or 24 hours for single-certified employees of leave time per year subject to the following provisions:

Any employee wishing to exercise the "Leave Buy Out" option must exercise this option between November 1 and December 1, of the year in which the requirements have been met. The employee shall make this request in writing to the Fire Chief or designee.

Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

Employees in a New Hire Probationary status are not eligible to participate.

ARTICLE 22
PAID LEAVE OF ABSENCE

22.1 An employee who is summoned as a member of a jury is granted leave of absence with pay. Employees summoned for jury duty, but not selected, must report back to the job site. An employee subpoenaed as a witness involving his or her personal litigation is able to utilize annual leave. Absences due to litigation involving County business are paid as regular time worked. Employees will not be reimbursed by the County for meals, lodging, or travel expenses incurred while in service as either a juror or a witness, in personal business. Any witness fees or stipend received (except travel and meal allowances) must be returned to the Marion County Board of County Commissioners, payable at the Finance office per FS 40.24.

22.2 Paid leave shall be granted to employees to attend such meetings and conferences as may contribute to the effectiveness of his employment upon approval by the Fire Chief. Travel to meetings and conferences outside of Florida must be approved by the County Administrator or designee.

22.3 An employee may be granted leave with pay for the purpose of taking examinations, provided such examinations are pertinent to his employment, as determined and approved by the Fire Chief.

22.4 Employees, upon request to attend to the death or burial of an immediate family member, will be granted up to 24 hours of paid leave. Immediate family is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law and grandchildren, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home. Employees may utilize approved sick leave in conjunction with bereavement leave as approved by the Fire Chief or Designee.

ARTICLE 23
FAMILY AND MEDICAL LEAVE ACT LEAVE OF ABSENCE

23.1 Any employee may request that the Fire Chief grant up to twelve (12) workweeks of unpaid Family and Medical Leave Act (FMLA) leave during any rolling twelve-month period, measured backward from the date leave is requested, if the employee has worked for the County for at least twelve months (52 weeks) and has worked at least 1,250 hours during the twelve-month period immediately before the date when the leave would begin. The twelve months of employment need not be consecutive months unless there is a break in service of more than seven (7) years. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week, or if the employee is on leave during the week.

All eligible employees are also entitled to a total of twenty six (26) weeks of military caregiver leave during a single twelve (12) month period. The single twelve (12) month period is measured forward from the date an employee's leave to care for the covered service member begins.

23.2 FMLA leave is available to eligible employees for the following reasons:

A. because of the birth of a child and to care for the newborn child, or for placement of a child with the employee for adoption or foster care; or

B. to care for the serious health condition of an immediate family member defined as the employee's spouse, child under 18 years old, child 18 years old or older who is incapable of self-care because of mental or physical disability, or the employee's parent (not parent-in-law); or

C. because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job; or

D. a qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or reserves, or

E. the spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury.

Employee's total leave entitlement is limited to a combined total of twenty six (26) weeks for all qualifying reasons under FMLA and caregiver military leave.

23.3 For the purpose of this Article, serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:

A. an overnight stay for inpatient treatment in a hospital, hospice or residential medical care facility; or

B. a period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days and that also involves continuing treatment by or under the supervision of a health care provider; or

C. continuing care by or under the supervision of a health care provider for:

1. prenatal care; or

2. a chronic or long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.

23.4 For the purpose of this Article the following definitions will apply:

A. Child – biological, adopted, or foster child; stepchild; legal ward; or child of a person standing in loco parentis who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

B. Health Care Provider – a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices, physician assistant or other para-professional medical professional performing within the scope of their practice as defined under state law.

C. Parent – the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

D. Serious Health Condition – an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

E. Continuing Treatment – treatment two or more times by a health care provider within a thirty (30) day period. For chronic conditions, such visits must take place at least twice a year.

F. Qualifying Exigency – a non-medical activity that is directly related to the covered military member's active duty or call to active duty status.

G. Active Duty or Call to Active Duty – duty under a federal call or order (not a State call) in support of a contingency operation made only to members of the National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

H. Covered Service Member – *current* member of the Regular Armed Forces, National Guard, or Reserve receiving medical treatment, recuperation or therapy including those on the temporary disability retired list because of an injury or illness incurred in the line of active duty.

23.5 Any family and medical leave taken by an eligible employee will be counted against the employee's annual twelve workweek limitation or the annual twenty six workweek limitation if combined with military caregiver leave.

23.6 Spouses employed by the County are jointly entitled to a combined total of twelve workweeks of FMLA leave for:

A. the birth of a child and to care for the newborn child; or

B. the placement of a child with the employee for adoption or foster care; or

C. care of a parent (but not a parent-in-law) who has a serious health condition.

23.7 FMLA leave for the birth of a child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, must be concluded within twelve months of the birth or placement.

23.8 FMLA leave may be taken intermittently whenever it is medically necessary because of an employee's serious health condition or to care for an immediate family member with a serious health condition. FMLA leave may not be taken intermittently for the birth of a child or to care for the newborn child, or for the placement of a child with the employee for adoption or foster care.

23.9 Employees who request intermittent FMLA leave due to planned medical treatment may be required, at the County's discretion, to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates recurring periods of leave than the employee's regular employment position.

23.10 Employees may substitute accrued paid leave (e.g., vacation, sick leave) for unpaid FMLA leave at the commencement of an FMLA leave of absence. Employees requesting military exigency leave may only substitute accrued annual leave.

23.11 Employees are required to complete a Leave Request Form to apply for FMLA leave. In the event that an employee is unavailable, the form can be completed by the employee's spouse, another family member, or any other responsible person.

FMLA leave can only be used for the condition and/or family member originally documented.

23.12 Employees must provide at least thirty (30) days' advance notice before taking FMLA leave if the need for the leave is foreseeable. If the need is not foreseeable, or if thirty days' notice is not practicable, the employee must notify the County of the need for FMLA leave as soon as practicable. This means notifying the County within one or two working days of learning of the need for family and medical leave, except in extraordinary emergencies. Failure to give thirty days' advance notice for a foreseeable FMLA leave, with no reasonable excuse for the delay, may result in the leave being denied until at least thirty days after the date on which the County is notified.

23.13 Employees who request FMLA due to a serious health condition, the serious health condition of an immediate family or military member, or for military exigency will be required to obtain a medical or exigency certification form. The form must be completed within 15 calendar days of the date you first go on leave, unless it is not practicable under the circumstances to do so despite your diligent, good faith efforts. If the County does not receive the medical or exigency certification form on a timely basis, it may deny the employee's request to take FMLA leave or postpone any further continuation of the leave until the required certification is provided. Yearly re-certification of the employee's condition is required.

23.14 If the County has reason to doubt the validity of any medical certification, it may require the employee to obtain a second medical opinion at the County's expense. The County has the right to designate the health care provider that will furnish the second opinion, but the second provider cannot be employed on a regular basis by the County. If the two medical opinions differ, the County may require the employee to obtain certification from a third medical health care provider at the County's expense. This third opinion will be final and binding. The third health care provider must be designated or approved jointly by the employee and the County. Failure to attempt, in good faith, to reach agreement with the County on a third health care provider, or refusal to see the third health care provider, or refusal to see the third health care provider who has been chosen, will result in the employee being bound by the second medical opinion.

23.15 Employees on FMLA leave will be required to report periodically on their status and intent to return to work.

23.16 The County may also require any employee and their health care provider to complete one or more additional medical certification forms at reasonable intervals during any FMLA leave, but not more often than every 30 days unless one of the following occurs:

A. the employee requests an extension of leave; or

B. circumstances described in the previous certification have changed significantly; or

C. the County receives information that casts doubt on the continuing validity of employee's previous certification; or

D. employee is unable to return to work after the family and medical leave ends because of the continuation, recurrence or onset of a serious health condition involving employee or employee's immediate family member.

23.17 Employees on FMLA leave because of their own serious health condition will be required to obtain and present a fitness-for-duty certification from the health care provider which states that the employee is able to resume work. The fitness-for-duty certification relates only to the particular health condition that caused employee's need for family and medical leave. The County may deny employee's reinstatement until the fitness-for-duty certification is provided. In the case of FMLA in support of a family member, the employee must also provide medical documentation verifying the medical condition of the family member upon returning to work. Any intermittent use of FMLA also requires documentation from the health care provider which states that the employee is able to resume work.

23.18 Employees will retain their medical coverage during any FMLA leave on the same terms as if the employee had continued to work. Employees are required to pay the share of health plan premiums which had been paid prior to the start of the leave. Premium payments are due on the dates that they would have been deducted from employee's paycheck while an active employee and must be in the form of a check or money order made payable to the County. Medical coverage will terminate if an employee fails to pay any premium within 30 days of the due date. If the County decides within its discretion to continue an employee's medical coverage despite his or her failure to pay premiums on a timely basis, it may later recover the employee's share of any premium payments that are missed.

23.19 If an employee fails to return to work for at least 30 days after his or her leave entitlement has been exhausted or expires, the County may recover the employer share of health plan premiums with respect to the employee's unpaid family and medical leave unless the reason the employee has failed to return to work is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. The County will require medical certification of the serious health condition that prevents the employee from returning to work in such circumstances.

23.20 Employees returning from FMLA leave will be restored to their normal duty status with equivalent pay, benefits, and other terms and conditions. If the employee's job, status, pay, benefits, or other terms and conditions of employment would have been altered had the employee not taken FMLA leave, then the employee will be subject to those changes upon return from FMLA leave.

23.21 Employees who fraudulently obtain family and medical leave from the County are not entitled to reinstatement or maintenance of employee benefits.

23.22 Employees receiving medical care for a worker's compensation injury or illness will be automatically enrolled in FMLA coverage if such injury or illness qualifies for Family Medical Leave coverage.

ARTICLE 24
HEALTH AND LIFE INSURANCE

24.1 Individual coverage for health benefits, which shall include medical and hospitalization benefits, is provided to employees at the same coverage and contribution rate as all other County employees, effective on the first day of the month following thirty (30) days of regular (non-temporary) employment. Family medical coverage is available to employees upon request, following 30 days of regular employment or if requested within thirty (30) days of a major family status change event such as defined by the insurance carrier.

24.2 A Basic life insurance policy is provided at no cost to the employee effective on the first day of the month following thirty (30) days of regular employment, as provided to all other employees of the County.

When the County determines that there is reason to change rates or coverage under the group health insurance plan or life insurance, the changes will be presented and reviewed at the Marion County Risk and Benefit Services monthly insurance meeting. The Collective Bargaining Unit President shall be notified and included on the monthly agenda and minutes distribution list. Each fiscal year, renewals and changes will be presented and approved by the Board of County Commissioners for all County Employees.

A. The Union may bargain over the impact of the county's implementation of healthcare coverage and cost.

24.3 Employees and their families may be eligible to continue group health benefits within the terms of COBRA in the event of termination, layoff, retirement, death, divorce and in the case of a dependent child reaching maximum insurance age. Contact the Risk & Benefit Services within thirty (30) days of any of the aforementioned events.

ARTICLE 25
RETIREMENT

25.1 All regular employees are eligible to enroll in the Florida Retirement System which was established in December 1970. Florida Retirement System (FRS) is a single retirement system consisting of two primary retirement plans. The two optional retirement programs for particular employee groups are: FRS Pension Plan and the Public Employee Optional Retirement Program (FRS Investment Plan). Employees must make a selection as to which plan they wish to join.

25.2 Florida Retirement System is contributory for members. Member contribution rates will be determined by Florida Statute.

25.3 All retiring employees shall notify the Human Resources Department Director no later than four (4) months prior to the normal service retirement date to begin processing the necessary paperwork. Further information about the FRS is available in the Human Resources Office.

ARTICLE 26
HEALTH AND SAFETY

26.1 The County and Union agree that the safety and welfare of employees is a primary concern.

26.2 An employee will immediately report to his company officer or on-duty Division Chief any non-vehicular equipment/procedures he feels are unsafe. The supervisor will make the final determination as to whether the equipment/procedure can be safely utilized until any necessary changes are made.

26.3 Serious injuries, accidents, or "near misses" shall be investigated by the department's Safety Officer to determine cause and possible recommendations to prevent future or similar occurrences.

26.4 The Fire Chief recognizes the Union's Health and Safety Committee and its mission. The Chairman of the Union Health and Safety Committee may provide, to the Fire Chief or designee, any health or safety concerns the Union may have. Such concerns must be provided in writing.

26.5 The Department's Health and Safety Committee will conduct meetings at least quarterly and will include the Union's Health and Safety Committee Chairman. These meetings shall be held on duty, contingent upon operational readiness.

26.6 The Department's Health and Wellness program shall be mandatory. The Department and the Union shall cooperatively develop standards to ensure better health and wellness of department personnel.

ARTICLE 27
WORKERS' COMPENSATION

27.1 While working each employee who is involved in an on-the-job accident must immediately report any and all injuries to his supervisor and seek treatment at the Employee Health Clinic. In the event the Clinic is closed, or when the injury is potentially more serious and requires immediate care, the employee should report to the Marion County Contract Provider or to the nearest medical facilities. In no event shall an employee seek minor treatment during working hours at the emergency room.

27.2 Following any treatment of an injury, the employee will report to the Employee Clinic the same day or next business day, for referral or release to return to work, unless otherwise approved by the Risk and Benefit Services Manager.

27.3 Employees desiring medical care other than what is provided must first obtain authorization from Risk & Benefit Services Department.

27.4 Employees who sustain injuries arising out of and in the course and scope of employment; have reported such injuries in accordance with Article 26, FS 440, and FS 112; and must lose time from work under a physician's instructions, will receive workers' compensation benefits (injury pay) as follows:

A. Administrative wages will be paid for absences during the initial seven (7) calendar days of each injury at 100% of the employee's base rate. These wages are subject to Federal Withholding and FICA tax

B. After the initial seven (7) days Workers' Compensation wages will be paid at approximately 66 2/3% of the average weekly wage (AWW) at the time of accident, up to the maximum allowed under the Workers' Compensation Law. These wages are not subject to Federal Withholding or FICA tax.

C. Employees whose calculated 66 2/3% of the AWW exceeds the maximum allowed under Workers' Compensation Law will be paid the difference between the calculated wage and the maximum allowed as Gratuitous Workers' Compensation. These wages are subject to Federal Withholding and FICA tax.

D. Employees unable to work due to a work-related injury will be placed on Family Medical Leave in accordance with the Family Medical Leave Act (FMLA), beginning on the date of the first work-related absence.

1. While on FMLA, accrued vacation or sick leave may be used to supplement Workers' Compensation wages up to but not exceeding the employee's base pay.

2. While on FMLA, vacation, sick, pension, longevity or similar credits will be earned.

E. Controverted cases will be considered as non-work injury absences and will not be eligible for injury pay; unless and until such time that the Florida State Workers' Compensation Division rules that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence or the controversy is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable and any sick leave which may have been used will be restored to the employee's account. In such event, the employee will be required to refund any sick leave pay received which is in excess of Workers' Compensation wages, or to charge the excess to annual leave.

F. When Worker's Compensation benefits have been reduced for an injury resulting from employee action (Florida Statutes 440), or where the employee has not followed through on prescribed medical care, or in any way delayed his ability to return to work, no supplemental pay beyond the required workers' compensation indemnity portion (66 2/3%) will be paid.

G. Accrued annual and/or sick leave may not be used to supplement Workers' Compensation payments if it causes the employee to receive more than the average of his regular take home pay. Workers' Compensation wages are not paid for visits to medical providers while the employee is at work. The employee may use sick leave for these visits.

H. Work restrictions will only be accepted from authorized Workers' Compensation providers including Clinic Medical staff. All work restrictions must originate with the Clinic, or be reported to and documented by the Clinic prior to return to work.

I. Injured workers are entitled to file a grievance over the handling of the Workers' Compensation injuries.

1. Complaints must be in writing and must be addressed to Risk and Benefits Service, Attention Risk Manager, 521 SE 26th Court, Ocala, FL 34471.

2. If unable to be resolved by Risk and Benefits Service, the grievance will be brought before the Grievance Committee, consisting of the Director of Risk Management, Human Resources Director, the contracted Occupational Health physician and where appropriate the Third Party Claim Service.

3. The complaint will be advised in writing of the Grievance Committee's decision.

4. All grievances will be resolved within sixty (60) business days of receipt.

ARTICLE 28
LIVING CONDITIONS

28.1 All county-owned, 24-hour fire stations shall include: hot and cold potable running water, showers, refrigerator, heating and air conditioning with operating controls available to personnel, lockers, beds or bunks and linens, desk and chair, filing cabinet, medical supply storage, stove, clothes washer and dryer, working sewage, eye wash stations, and basin sinks, as provided for in State and County regulations.

28.2 In the event an employee believes that any equipment listed in Article 28.1 needs repair, written notice shall be made to the Fire Chief or designee, who shall determine if the repair is needed, and if so make arrangements for the repair within a reasonable period of time.

28.3 The county will attempt to have all volunteer stations' living conditions raised to the level of the fire stations housing career personnel.

28.4 When repairs to safety items listed in 28.1 are not repaired within 24 hours or reasonable accommodations have not been made, as determined by the Fire Chief (with a cooperative effort with Union Administration), employees assigned to these stations shall be temporarily transferred to a station where facilities are available.

ARTICLE 29
UNIFORMS AND SAFETY EQUIPMENT

29.1 The County will provide all standard and customary uniforms and equipment as provided in the Standard Operating Guidelines for each newly hired employee within thirty (30) days of hire.

29.2 The County will issue bunker gear prior to an employee engaging in fire suppression. Leather Bunker Boots shall be issued to all employees with five years or greater experience with Marion County Fire Rescue.

A. Beginning of the new fiscal year all firefighters with one or more years of service who have not been issued a traditional style helmet shall receive the traditional style helmet.

29.3 Members of the bargaining unit may wear up to two (2) other fire related pins on their uniforms in addition to County issued pins.

29.4 Ill-fitting or worn-out uniforms, or stolen equipment, will be replaced on an as-needed basis, as determined solely by Fire Chief or designee. The County shall repair or replace any unserviceable or lost personal protective equipment that it provides, at no cost to the employee, provided the damage or loss is not contributed to negligence by the employee. Repair or replacement will be determined by the Fire Chief or his designee. In the event of damage or loss to any uniforms, equipment, or personal protective equipment that the County provides, that is caused by culpable negligence or carelessness on the part of the employee, the employee shall be subject to administrative action including repayment of such damage or loss to the above items.

29.5 No uniforms or safety equipment will be worn off duty, except when coming from or going to work, or on special occasions such as M.D.A. drives or other times with the approval of the Fire Chief.

29.6 Employees with less than five years shall be allowed to purchase leather bunker boots and have them approved for use by the Department of Health and Safety Officer as long as they meet the current required standards for firefighting as outlined by NFPA and OSHA.

ARTICLE 30
PERSONAL PROPERTY DAMAGE

30.1 The County shall reimburse the employee for damage to his own dentures, prescription eyeglasses, hearing aids, or other prosthetic devices when damaged in the line of duty. The personal property listed above that has been confiscated due to contamination by a foreign chemical shall also be reimbursed as listed above.

30.2 Line of duty is defined as responding to bona-fide service calls or when performing duties directly assigned by the Fire Chief or his designee.

30.3 Reimbursement of such damages shall be complied with even if the employee has not been injured in an on-the-job incident.

30.4 Employees must notify their immediate supervisor or the supervisor on duty at the time the damage or loss occurs. Failure to report any damage or loss in a timely manner may void any claim for reimbursement.

ARTICLE 31
PHYSICAL FITNESS AND EXAMINATION

31.1 As permitted by law, employees covered by this Agreement will undergo an annual medical evaluation administered by the Employee Health Clinic. These evaluations will be scheduled based upon the workload and availability of the Clinic staff. All employees are also required to undergo a medical examination by a qualified medical doctor once every 3 years as permitted by law (to be paid for by the County). Employees will:

A. cooperate with Clinic personnel in detection and control of chronic disease; and

B. obtain necessary corrective lenses and hearing aids; and

C. maintain a level of health, strength, and fitness which will enable them to safely perform their duties. The Wellness/Fitness Committee is currently developing a program to address physical fitness and wellness of department members.

31.2 The annual medical evaluation may include the following: cardiovascular stress test; review of information presented regarding injuries, illness, hospitalization, medications, and general health; blood pressure and pulse; vision, hearing, and health habits review; height, weight, percent body fat; electrocardiogram; urinalysis and substance abuse screening; spirometry; tuberculosis screening; and any other necessary procedures as approved for use by the County Medical Director.

31.3 Immunization for hepatitis b, and any other immunizations or inoculations as mandated by a legislative body, will be scheduled and administered by the Clinic staff.

ARTICLE 32
PAST PRACTICES

32.1 *Past Practices* are those terms or conditions of employment which are:

A. unequivocal; and

B. known and accepted by the Fire Chief, the Union and employees; and

C. in existence substantially unvaried for a substantial period of time; and

D. reasonably expected by employees to continue.

32.2 The County will not alter past practices in an arbitrary or capricious manner.

ARTICLE 33
DISCIPLINE

33.1 The Fire Department will impose, for proper cause, disciplinary sanctions up to and including discharge for any conduct or performance it considers to be below the standard expected of employees. Every effort should be made to initiate and complete disciplinary actions within thirty days of first notice of infraction to management.

33.2 Employees are required to comply with all standards and directives of supervision and management. In the event an employee wishes to dispute a directive, he shall comply first and grieve later.

33.3 Any disciplinary action or discharge may be subject to the Grievance and Arbitration Procedures contained in the Grievance Article, except where provided otherwise elsewhere in this Agreement.

33.4 The County agrees to follow F S Chapter 112, Firefighter Bill or Rights.

33.5 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 34
SUBSTANCE ABUSE

34.1 All employees are prohibited from manufacturing, distributing, dispensing, possessing, using, or having present in their systems any illegal, unauthorized or mind altering substance, or having present in their systems intoxicating substances which result in a blood alcohol level of .02 or higher while on County property (including parking areas and grounds), or while otherwise performing County duties away from the County. Included within this prohibition are lawful controlled substances, (e.g. prescription drugs) which have been illegally or improperly obtained. Employees are also prohibited from having any such illegal or unauthorized controlled substances or drugs in their systems while at work, and from having prescription drugs or otherwise lawful controlled substances in their systems without requesting from management approval to work where such substances could affect their ability to perform their jobs. (See Section 34.11).

For purposes of this Article, controlled substances are defined as alcohol, drugs, narcotics, synthetic narcotics, designer drugs or mind-altering substances which are controlled by State or Federal law. Controlled substances include, but are not limited to: alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; marijuana; THC; hashish; LSD; mescaline; amphetamines; barbiturates; benzodiazephines; librium; valium; hallucinates; methadone; methaqualone; quaaludes; opiates; codeine; hydrocodone; heroin; morphine; hydromorphone; cocaine; cannabinoids; darvon; steroids; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

34.2 Conviction by a court of competent jurisdiction of off-the-job manufacturing, distributing, dispensing or possessing illegal or unauthorized controlled substances will result in termination. Off-the-job use of illegal drugs or other controlled substances which result in the presence of such substances in one's system at work is prohibited. Off-the-job use of alcohol which results in a blood alcohol level of .02 or higher at work is also prohibited.

34.3 Screening for substance abuse will be done through urine drug screens and/or breath alcohol testing. These tests will be done in the following circumstances:

A. Pre-employment: Substance screening by urinalysis, blood test, or other approved methodology is required for all applicants, either separately or as part of a pre- employment physical examination. Applicants who have been conditionally hired subject to passing physical examinations are required to sign a consent/release form before submitting to screening. Such conditional hires will be disqualified for hire if they refuse to execute a required consent/release form, refuse to submit to a test, or test positive.

B. Post accident: when employee caused or contributed to motor vehicle or workplace accident, or if the cause is unknown.

C. Annual physical exam: See Article 31.2.

D. Random selection: these tests will be conducted just before, during or just after performing safety sensitive functions. Urine drug screens will be done on up to 25% (twenty five percent) of total number of employees each year. Names for testing will be obtained by a valid scientific random method.

E. Current Employees: Current employees may be required to submit to substance screening whenever County supervision has a reasonable suspicion that they may have violated any provisions of this Article.– Reasonable Suspicion: Reasonable suspicion is based on a belief that an employee is using or has used drugs and/or alcohol in violation of this policy. The belief is drawn from specific objective and articulated facts, and reasonable inferences drawn from those facts in light of experience. Approval for such testing may be authorized by the County Administrator, Assistant County Administrator, or Human Resources Director or his or her designee. If testing is conducted based on reasonable suspicion, the Assistant County Administrator or Department Director or their designee will immediately document the circumstances which formed the basis of determination that reasonable suspicion existed to warrant the testing. The Assistant County Administrator or Department Director will notify the approving authority of the documented circumstances. Upon determination by the approving authority that reasonable suspicion testing is warranted, the approving authority will notify the Employee Health Clinic. Among other things, such facts and inferences in determining reasonable suspicion may be based upon:

1. Observable documented phenomena while at work, such as observation of drug or alcohol use or of physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug or alcohol use provided by a reliable and credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during his or her employment with the County.

5. Information that an employee has caused or contributed to a motor vehicle or workplace accident while on duty.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on County premises, or while operating County vehicles, machinery, or equipment.

7. Reports that an employee has been arrested for use (including driving under the influence), possession, selling, solicitation, or transferring illicit drugs while on or off duty.

8. Any other substantiated reason to suspect an employee has violated any of the provisions of this Article.

34.4 Violation of this Article or any of its provisions may result in discipline which may include discharge.

34.5 The County reserves the right to investigate potential violations of this Article and require personnel to undergo substance screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the County and County grounds, including, but not limited to, work areas, lockers, County property, and County vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening or for failing to execute consent forms when required by supervision. Searches and investigations of personal (non-County) belongings, personal vehicles or other personal items will be conducted by the appropriate law enforcement agency having jurisdiction.

34.6 All current employees who test positive in a confirmed substance test will be subject to discipline which may include discharge. Employees who are not immediately terminated for testing positive or for some other violation of this Article may be placed on probation and required to execute an agreement acknowledging:

A. that they tested positive or otherwise violated the Article; and

B. that in exchange for the County not terminating them for this instance of testing positive or otherwise violating the Article, they agree:

1. to undergo rehabilitation, counseling, or other activities prescribed by the County's coordinating physician in conjunction with management; and

2. to undergo periodic unannounced screening for a set period and,

3. to be subject to termination for any future violation of this Article.

34.7 All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise derived from the drug testing program are confidential communications to be distributed only to those persons with a need to know following F.S. 401.265; 401.411; and 401.414.

34.8 Employees who voluntarily come forward before being suspected, confronted, tested, or involved in a drug-related incident may be provided rehabilitative opportunities, leave, or an opportunity to resign as determined by management in consultation with a County coordinating physician. Employees who wish to seek help may contact the Human Resources Director who serves as the Employee Assistance Program Coordinator. The employee seeking voluntary treatment will be subject to the same rules as the employee who tests positive or who has a blood alcohol level of .02 or higher.

34.9 Employees who test positive, who admit to drug or alcohol use or to related misconduct, or who voluntarily seek assistance and are not terminated, will not be returned to work or continue working until they have been evaluated by a County coordinating physician in conjunction with management to determine if they can safely return to work.

34.10 Urinalysis, blood tests and other appropriate test procedures may be utilized to enforce the requirements of this policy. All urinalysis drug tests will utilize an initial immunoassay methodology, with a confirmation of all positive test results by an alternate methodology such as gas chromatography/mass spectrometry using the same specimen. Written chain of custody documents and container labeling will be used to ensure that the specimen received is accurately tested and reported. Steps will be taken to control information on test results. The Human Resources

Director or designee will coordinate all testing requests (urine, blood, breath).

34.11 The proper use of medication prescribed by employee's physician is not prohibited. However, the County prohibits the misuse of prescribed medication. Employees using drugs at the direction of a physician are required to notify the Employee Clinic of medications that may cause drowsiness or impair ability to safely perform job functions. Clearance to return to duty will be done by the clinic utilizing private providers' recommendations and the County's Medical Directors directions.

34.12 County-sponsored educational programs may be scheduled periodically regarding the dangers associated with drug and alcohol abuse.

34.13 This Article does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

ARTICLE 35
NON-SMOKING

35.1 The Surgeon General of the United States has determined that smoking tobacco, particularly cigarettes, contributes to the development of a number of heart and lung diseases.

35.2 The State of Florida has enacted a presumption which treats certain conditions of firefighters, such as heart disease, hardening of the arteries, and hypertension as work related, and has passed legislation which requires all newly hired employees in Fire Services to be non-smokers for a period of one (1) year prior to the date of hire.

35.3 Due to the documented effects of cigarette smoking and the special hazards and exposures associated with the occupation of firefighting, upon the effective date of this Agreement, the County shall hire only non-smokers in positions represented by this collective bargaining agreement.

35.4 Those employees who were employed by the County prior to 1/1/90 who were, and still are smokers, are grandfathered in for the duration of their employment. That is, they are permitted to smoke in designated smoking areas as determined by Union/County negotiations and statutes. Employees are prohibited from smoking in any other public areas while on duty. Employees hired after 1/1/90 who smoke are subject to discipline up to and including discharge.

35.5 Grandfathered employees are encouraged to quit smoking as soon as possible.

ARTICLE 36
DUAL CERTIFICATION

36.1 Dual-certified is defined as:

A. possessing a Certificate of Compliance from Florida State Bureau of Fire Standards as required by Florida Law; and

B. possessing a Florida license as an Emergency Medical Technician or Paramedic.

36.2 Dual-certified employees assigned to a 24/48 duty schedule will have priority over single-certified employees in matters of transfers, educational opportunities, promotions, station assignments, and any other personnel matters.

ARTICLE 37
GRIEVANCE PROCEDURE

37.1 A Grievance shall be defined for the purpose of this Agreement, as any difference, dispute or complaint between an employee and Marion County regarding the interpretation or application of the terms of this Agreement.

37.2 The County and the Union agree that it is beneficial to encourage informal discussion between employees and the Fire Department concerning employment problems of employees covered by this Agreement. Such discussions should be held with a view towards reaching an understanding which will bring about resolution in a satisfactory manner without need for recourse under the formal grievance procedure.

37.3 *Definition.* The term *grievance* as used in this Agreement means a formal, written complaint by the Union President or designee, an employee, or group of employees (with respect to a common issue) covered by this Agreement alleging non-compliance with a specific provision of this Agreement (including discharge). Any matter not covered by the Agreement is not subject to the Grievance Procedure.

37.4 *Procedure.* A grievance arising under the terms of this Agreement is handled as follows:

A. **Step One**: Written statement to Captain. An employee wishing to apply for resolution through the grievance process shall submit his/her grievance on the Marion County Union Employee's Grievance Form containing the basic factual information, the specific provision of this Agreement allegedly violated and remedy desired. The grievance should be submitted to the Grievant's Captain within ten (10) business days of the occurrence of the event giving rise to the alleged grievance or the Union will provide, in writing, any public records request to the Fire Chief or Designee and to the Human Resources Director within ten (10) business days of the occurrence of the event giving the rise to the alleged grievance. In the event of a public records request, should the Union wish to file a formal grievance, it must be filed within ten (10) business days from the receipt of the response to the public records request. An employee may, at his/her discretion, be represented by the Union at each step of the Grievance Process. The Captain shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days.

B. **Step Two**: Written request to Division Chief. Should the Captain not satisfactorily resolve the complaint, the employee may present the grievance form to the Division Chief within five (5) business days of the Captain response.The Division Chief shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days.

C. **Step Three**: Written Appeal to the Deputy Chief: If the Division Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Deputy Chief within five (5) business days of the Division Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Deputy Chief may conduct an inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

D. **Step Four**: Written Appeal to the Fire Chief: If the Deputy Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the Fire Chief within five (5) business days of the Deputy Chief's response, presenting the grievance form. Within ten (10) business days of receipt, the Fire Chief may conduct and inquiry of meeting and shall provide a written decision on the grievance and return the grievance form to the employee within ten (10) business days of the inquiry or meeting.

E. **Step Five:** Written Appeal to the County Administrator or designee If the Fire Chief has not satisfactorily resolved the complaint, the employee and the Union may together petition and request a conference with the County Administrator or designee within five (5) business days of the Fire Chief's response. The County Administrator or designee shall provide a written decision on the grievance and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

F. **Step Six**: Written Appeal for Mediation. The employee and the Union may together appeal the decision of the County Administrator and may request a Grievance Mediation with the Federal Mediation and Conciliation Services (FMCS), Florida Region. The appeal must be made within five (5) business days of the response of the County Administrator. The FMCS shall provide a mediator that guides the

parties to a mutually acceptable settlement of the grievance. If the parties cannot settle the matter, they may proceed to the next step. A written decision will be provided on the grievance form and return the grievance form to the employee and notify the Union of the decision within fifteen (15) business days of receipt of the appeal.

G. An employee may bypass any step in the grievance procedure below the level at which the grievance arose (e.g., where the grievance arises as a result of action taken by the Captain, an employee may bypass Step One, Captain, and proceed directly to Step Two Division Chief, but under the time limits specified at Step One.)

H. Any grievance not resolved in the grievance procedure, after being fully processed may be referred to final and binding arbitration in the manner provided herein.

37.5 Requests for Arbitration.

A. If a grievance has not been satisfactorily resolved under 37.4, the Union may submit a written request for arbitration within ten (10) business days of the response in 37.4.5. The written request for arbitration will set forth the issue(s) in dispute, the specific provisions(s) of the Agreement allegedly violated, and the remedy desired. The County will present its response in writing, stating the County's position in the matter within ten (10) business days of receipt of the written request for arbitration.

B. If the County and Union fail to agree upon and select an impartial umpire within five (5) business days after the issue(s) for arbitration is (are) formed, either party may request, concurrently notifying the other party in writing, formal arbitration and ask the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one entire panel before striking a member of a panel. A toss of a coin will determine which party will strike first from any panel not rejected in its entirety. The final remaining member of the panel shall be the arbitrator. The arbitrator will be notified of his selection by the aggrieved party requesting he set the time and place, subject to the availability of the Fire Department and Union representatives. All arbitration hearings will be in Ocala, Florida.

C. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Nor may an arbitrator resolve ambiguities adversely to the County, or infer

obligations binding on either party. The only binding obligations on either party are those set forth in the Four Corners of this Agreement. He shall only consider and make a decision with respect to the specific issue(s) submitted and shall have no authority to make a decision on any other issue(s) not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator cannot make a decision contrary to, or inconsistent with, Federal or Florida laws. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision is final and binding, except that either party may seek judicial relief if it believes the arbitrator exceeded the authority granted him under this Agreement. The decision will be based solely upon his interpretation of the meaning and application of the express terms of the agreement to the facts of the grievance presented.

D. The fees and expenses of the arbitrator will be paid by the losing party. The cost of the written transcript, if requested by both parties, will be shared by both parties. If requested by one party, that party shall pay for the transcript. Each party is responsible for compensating its own representatives and witnesses. In the event the union does not request arbitration, but the employee grievant does so request, the employee must deposit sufficient monies to cover the arbitrator's fees and expenses into the Registry of the Marion County Clerk's office before any arbitration may occur over such a grievance.

37.6 *Time Limits for Filing*. No grievance will be entertained or processed unless it is submitted within the time frame as stated above. If a grievance is not appealed to the next step within the specific time limit set forth above, it is considered settled on the basis of the Department's last answer. If a member of management does not answer a grievance or appeal thereof within the specified time limits, the employee and the Union may treat the grievance as denied at that step and appeal the grievance to the next step.

37.7 The Grievance and arbitration procedures remain in effect should the contract expire, so long as the parties are negotiating.

37.8 Any dispute as to whether rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement, provided a grievance is filed within ten (10) business days of the posting of said rule. If no such grievance is filed, or the grievance is settled or

denied by an arbitrator, the issue as to whether the rule or regulation is in conflict with the Agreement is foreclosed in any subsequent case involving the same rule.

Marion County Union Employee Grievance Form

Step One: Written Statement to Captain:

Name: _____ Date: _____

Subject or specific provision/article of Agreement allegedly violated and remedy desired:

_____

_____

_____

_____

Employee Signature _____ Date: _____

Reply from Captain:

_____

_____

_____

Date resolved: _____ Captain Signature: _____

Step Two: Written Statement to Division Chief:

I discussed this grievance with _____ on _____

and am not satisfied with the response for the following reasons:

_____

_____

_____

_____

Employee Signature: _____

Division Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____

_____

_____

_____

Division Chief Signature: _____ Date: _____

Step Three: Written Petition to the Deputy Chief:

To: _____, Deputy Chief.

I hereby submit a formal grievance in accordance with the provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Division Chief _____ on _____, and am not satisfied with the response for the following reasons:

_____

_____

_____

_____

_____

_____

Employee Signature: _____ Date:_____

Step Four: Written Petition to the Fire Chief:

To: _____, Fire Chief.

I hereby submit a formal grievance in accordance with the provisions of Article 37 of the current Collective Bargaining Agreement. I discussed this grievance with Deputy Chief _____ on _____, and am not satisfied with the response for the following reasons:

_____

_____

_____

_____

_____

_____

Employee Signature: _____ Date:_____

If this grievance applies to a number of employees, all must sign below:

_____ _____

_____ _____

_____ _____

_____ _____

Fire Chief Decision/Comments:

This grievance was received by the undersigned on _____. Having met with the employee on _____, I have made the following determination:

_____

_____

_____

_____

Fire Chief Signature: _____ Date: _____

Step Five: Written Appeal to the County Administrator or Designee:

Employee Name: _____ Date: _____

In accordance with the grievance provisions of Article 37.3.4., I am submitting a written appeal. I have discussed this with the Fire Chief on _____, and am not satisfied with the response for the following reasons:

_____

_____

_____

_____

_____

Employee Signature: _____ Date: _____

County Administrator Decision/Comments:

This grievance was received by the undersigned on _____. I have made the following determination:

_____

_____

_____

_____

_____

_____

_____

_____

County Administrator Signature: _____ Date:_____

ARTICLE 38
OUTSIDE EMPLOYMENT

38.1 Employees covered by this Agreement who are engaged in outside employment, also known as moon-lighting, are subject to the restrictions of this Article.

38.2 An employee who desires to engage in outside employment shall submit before commencement of such outside employment a written request to the Fire Chief. Such a request shall contain the name and address of the outside employer, the job duties to be performed, and the approximate hours to be worked each day and each week. Any changes to the conditions under which outside employment was approved must also be submitted to the Fire Chief for re-approval.

38.3 Outside employment shall not cause an employee to be late for work, to leave work early, to cause any reduction in the employee's efficiency when on duty with the County, or to prevent the employee's availability to work in an emergency as declared by a County official. In the event any outside employment adversely affects an employee's performance for the County, as determined by the Fire Chief, such outside employment may be grounds for discipline, including discharge from County employment and/or revocation of approval for outside employment.

38.4 Outside employment shall neither present a conflict of interest nor interfere with an employee's duties as determined in the sole discretion of the Fire Chief.

38.5 Outside employment shall not occur during assigned County working hours. An unpaid leave of absence may not be granted to enable an employee to apply for or accept outside employment, employment elsewhere, or self-employment.

ARTICLE 39
PERSONNEL FILES

39.1 In order to give an employee notice and opportunity to be informed and for possible refutation, the Fire Chief or designee shall provide the employee with a copy of any derogatory material or letters of commendation which are placed in the employee's personnel file.

39.2 The County agrees that an employee shall have the right to include in the County's personnel file contained in the Marion County Human Resources Department a written and signed refutation, including signed witness statements, if any, of any material the employee considers derogatory.

39.3 When personnel records are examined or released outside the control of the County or its agents, written notification will be sent to the employee via inter-office memo advising him of the examination, the date that the information was released and name, if given. Information will be released in accordance with Florida Statutes 119.07.(I)1.

ARTICLE 40
UNION BUSINESS

40.1 Each employee shall donate three (3) hours of vacation leave to the Union time pool. This shall be deducted on October 1 of each year. The number of employees shall determine the amount of time pool hours allowed for the year. Any unused union time pool hours will roll over into next year.

40.2 Employees designated by the Union president will be granted time off with pay for the purpose of handling Union business, not to exceed a combined total of the donated hours per year. Designated employees may also use accrued vacation leave for the same purposes, upon request, when granted by the Fire Chief or designee as per Article 19. These Union time requests will be counted as hours worked.

40.3 Time and one half shall be deducted from the union donation pool for employees who receive overtime during the pay period an employee was off-duty performing approved union business.

40.4 The Union President or designee shall be responsible for notifying the Fire Chief or designee in writing no later than forty-eight (48) hours before any such time off is desired.

40.5 Union business, including making photocopies, phone calls, or business meetings will not be conducted during working hours.

40.6 Union business may be transmitted over county e-mail by a principle officer only.

ARTICLE 41
BULLETIN BOARDS

41.1 The Union shall have a bulletin board in all stations with career firefighters, along with one board at the Headquarters Building.

41.2 The board shall be 3' x 4' and will be provided at Union expense.

41.3 All official Union business will be initiated by the Union president or vice president, and a copy will be sent to the Fire Chief seventy-two (72) hours prior to posting.

41.4 The Board shall be limited to Union notices and bargaining unit members' use.

41.5 Each party to this Agreement holds the other harmless from all liability, expenses, and attorney fees which may arise as a result of any posting made by the other party on the bulletin boards.

ARTICLE 42
DUES CHECK OFF

42.1 An employee may authorize a payroll deduction for the purpose of paying membership dues. Each employee shall show evidence of his intent to do so by signing an individual authorization card and forwarding a payroll deduction form to payroll.

42.2 The Union will initially notify the County as to the amount of such membership dues. Such notification will be to the County Administrator over the signature of a representative of the Union's executive board. Any changes in Union membership dues will be similarly certified to the County Administrator and shall be done thirty (30) days in advance of the effective date of such change.

42.3 Dues shall be deducted bi-weekly. The dues shall be remitted as soon as possible to the Union, Local 3169, to a prescribed location, each bi-weekly pay period.

42.4 Any overcharge or deduction error caused by incorrect information being provided to the County by the Union shall be corrected between the Union and the employee.

42.5 The Union shall hold the County harmless for all claims made against the County on account of deductions made pursuant to this Article.

ARTICLE 43
USE OF THE COUNTY VEHICLES AND PROPERTY

43.1 The use of County-owned vehicles, equipment, and property for private or personal business is strictly prohibited.

43.2 Employees covered by this Agreement shall operate County vehicles and equipment within the limits of the law and shall follow all safety regulations. Operators may be held responsible for fines and for damages when found at fault for other than an equipment violation by a civil or criminal court having competent jurisdiction.

43.3 Use of county telephones:

A. Telecommunications:

1. County telephones, cellular phones, and related equipment are to be primarily used for the performance of County business. Captains and Division Chiefs are responsible for the proper care, security and usage of telephones, and related equipment assigned to their areas.

2. The printed record of a telephone call, generated and distributed from a communications provider, is public record, and as such is subject to the standards applied to public records, as other County documents.

3. Employees who lose their assigned cellular phone or pager and it is determined to be lost due to an act of willful and deliberate negligence will reimburse the County for the replacement cost of the cellular phone or pager.

B. Internet Use:

1. County employees may be approved for access to the Internet at the office based upon the position of responsibilities when such use promotes the effectiveness of office operations for the benefit of County personnel and the public.

2. Access to the Internet may be granted for the following reasons: 1) support of office operations; 2) research relating to job position responsibilities; 3) information searches or special office projects; and, 4) development and testing of the County's web site.

3. In all cases, the access to the Internet shall be limited to County-related work and no site can be utilized for the personal benefit of any employee.

4. Use of personal laptop is allowed as long as county equipment is not disabled and offensive and inappropriate sites are not in view of others.

43.4 Employees are encouraged to respect the confidentiality of each employee's work station or county provided equipment, vehicles or supplies. However, employees do not have an expectation of privacy concerning the use of such county equipment. This means that the County reserves the right to search or inspect, without cause or notice, all county equipment, supplies, lockers or vehicles as may be necessary.

43.5 For health and safety reasons, the County prohibits tobacco use by employees or citizens in all County facilities, offices and vehicles.

43.6 Negligence or violation of this Article may result in disciplinary action in accordance with Article 33, Discipline.

ARTICLE 44
SEPARATIONS

44.1 To resign in good standing, an employee must give written notice to the Fire Chief or designee no less than fourteen (14) calendar days before the effective date of resignation. Employees who terminate in good standing and have been continuously employed by the County for twelve (12) or more months shall be paid for unused annual leave at their regular rate in accordance with Article 19 – Annual Leave

44.2 All clothing items, protective gear, keys, equipment, and any other items provided to employees are the property of the County. Upon separation, all items, which have not been reported damaged or lost to the Department in accordance with the Standard Operating Guidelines, shall be returned following the employee's last day of work, and before the final paycheck is issued. The cost of items not returned will be deducted from the employee's final paycheck.

44.3 Following ratification of this agreement, an itemized list of all County provided equipment will be provided to each employee, stating what that employee has been issued. It is the responsibility of the Department to provide an accurate and updated list each year. It is the responsibility of the employee to notify the Department of any lost and/or damaged equipment. The itemized list will be provided to the employee upon request.

44.4 The official separation date shall be the last day of active employment and shall not be extended, except in circumstances approved by the Fire Chief or designee, due to use of accrued sick or annual leave. Any employee who requests paid sick leave after tendering a resignation must provide a physician's notice within four (4) business days following the absence. If the absence is less than four (4) business days from separation, a notice shall be submitted by 12 pm on the pay period end date prior to final check issuance in order to receive payment. Requests for paid annual leave unless previously scheduled and approved before the employee tenders their resignation, will be denied .

44.5 Separating employees who have received tuition reimbursement in accordance with Article 16.6.2 and 16.7.2a – Educational Benefits must comply with the limitations contained therein.

ARTICLE 45
NOTICES

45.1 Upon execution of this Agreement, the Union agrees to furnish the County with an up-to-date list of all its officers, agents and representatives, their titles, business addresses and telephone numbers, and to immediately notify the County Administration and Human Resources Director of any changes thereto.

45.2 All employees covered by this Agreement shall notify the Training Division with a copy provided to Human Resources immediately in writing of any change in the following:

A. employee name, address, or telephone number; or

B. marital status; or

C. exemption claims for withholding tax; or

D. name of immediate family and next of kin; or

E. Driver's license number and class; or

F. EMS certification status; or

G. conviction of, entering a plea of no contest, having prosecution Deferred, adjudication withheld for any crime except minor traffic violations or having any criminal charge pending; or

H. other information as required by Board policy rules and regulations.

45.3 The County shall be deemed to have furnished adequately to the Union any notices to it required by this Agreement, if served by mail upon the president of the Union designated pursuant to Notices 45.1.

ARTICLE 46
AGREEMENT DISTRIBUTION

46.1 The county shall maintain a copy of the current ratified conctract on the Marion County Fire Rescue website and provide one electronic editable copy to the Union.

ARTICLE 47
AMENDMENTS TO AGREEMENT

47.1 This Agreement may be amended only by the mutual, written consent of the County and the Union. Such amendments shall be numbered, dated, and signed by authorized representatives of the County and the Union, and shall constitute a legal and binding part of this Agreement.

ARTICLE 48
MILITARY LEAVE

48.1 The County recognizes the sacrifices and contributions that military veterans have made throughout history in the service of our nation and our state. Employees who are members of the United States Armed Forces, Armed Forces Reserve, including the Florida National Guard, shall be entitled to administrative leave with or without pay during periods of military training or active duty. Such leave with or without pay shall adhere to the Federal Statutes, the Florida Administrative Code and Florida Statutes (F.S. Title X, Chapter 115). Consult Human Resources for further information.

ARTICLE 49
GENERAL EMPLOYMENT

49.1 Marion County encourages the recruitment of applicants by current employees. However, to prevent potential conflicts of interest, family members of employees shall not be employed in the following circumstances:

A. Family members shall not directly supervise another family member.

49.2 For the purposes of this paragraph, a family member is identified as an employee's immediate family that includes the employee's spouse, child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person living in the home that the Court has designated the employee to be the legal guardian of, or any other legal relative living in the employee's home.

ARTICLE 50
EMPLOYEE ASSISTANCE PROGRAM

50.1 The County recognizes that employees may sometimes need support and treatment for psychological or emotional problems. Where feasible, the County will work in cooperation with area physicians and treatment programs to ensure that employees requesting treatment for psychological and emotional problems are given prompt attention.

50.2 The Employee Health Clinic currently refers employees to our contract providers. The Employee Health Clinic will inform the employee of those providers when care is requested or needed. An employee voluntarily coming to the clinic may be referred to one of these treatment facilities or the employee may opt to see their private therapist. Any work restrictions resulting from the treatment must be received in writing and turned into the Employee Health Clinic.

Voluntary EAP

A. The Employee Health Clinic will determine which type of EAP is being required, volunteer or mandatory. Additionally, the clinic will evaluate the employee to determine the reason for the referral: psychological, emotional or substance abuse problems. An employee coming to the clinic requesting assistance for alcohol or substance abuse will be placed under voluntary EAP, provided the county has no prior knowledge of the employee violating the County's substance abuse policy. Should the county have prior knowledge of an employee's violation of the County's substance abuse policy, then the employee shall face administrative action against them, up to and including, termination of their employment.

B. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program will not be allowed to continue to work in any special-risk or mandatory testing position of the county, but may be assigned to a position other than the mandatory testing position or placed on leave while the employee is participating in the program. However, the employee will be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

C. If an employee expresses the possibility of suicidal or homicidal thoughts, the Marion County Sheriff's Department or the Ocala Police Department will be asked to send an officer to the clinic to interview the employee. The purpose of the interview is to determine if the employee meets law enforcement's criteria to exercise their authority under the Baker Act.

D. Employees requesting voluntary referral to EAP counseling for a personal issue not related to substance abuse may have an appointment made to the treating facility by a member of the clinic staff. No further follow up will be necessary unless the employee desires the clinic staff to monitor their progress or there is a change in their duty status from the treating therapist.

E. Employees that participate in a voluntary EAP program are responsible for all medical and other associated costs of treatment.

Mandatory EAP

A. Department Directors may request that an employee be mandated to an EAP program. The referral will be directed to Human Resources for approval by the Human Resources Director or his or her designee. Mandated EAP referrals may be approved when there is documentation of decreased work production, increased sick leave use or when an employee's behavior, actions or words create a concern for the employee's health or for the safe operation of the workforce.

B. Mandatory application of the EAP program shall be conducted as follows:

1. A department director provides the Human Resources Director or the Employee Health Clinic the needed documentation to support the referral to a mandated EAP program.

2. The Human Resources Director will confer with the Employee Health Clinic regarding the employee's referral for mandated employee assistance and the reasons for the referral.

3. If the decision is made to mandate the employee to the EAP program, the employee will be informed of the reasons for the referral and directed to the clinic by their supervisor or the Human Resources Director.

4. A clinic nurse will evaluate the employee to ensure he is not an immediate threat to themselves or others. If the employee is not a threat to self or others, the nurse will evaluate the condition of the employee and determine the urgency of the referral.

5. Employees will be required to sign a release of information form that will allow the clinic staff to receive progress reports and duty status documentation from the treating facility. This form acknowledges the employee understands that the clinic staff will report any noncompliance issues to the Human Resources Director and/or the Department Director.

6. Employees who refuse to sign the release of information form will be deemed the same as a refusal to participate in the EAP program. Employees who refuse to be mandated into an EAP program or employees who fail to attend all therapy sessions or comply with the medical instructions of the attending therapist shall be subject to administrative action against them, up to and including, termination of employment.

7. A member of the clinic staff will call for an appointment with the treating facility and inform the employee of the date, time, location and therapist to be seen.

8. The employee will sign a check list certifying receipt of the mandated EAP procedure, a completion of release of information form, and a signed agreement for disclosure of noncompliance issues to the Human Resources Director and/or the Department Director.

9. The employee will be instructed that all medical notes and work duty status notes are to be brought to the clinic as soon as feasible.

Voluntary EAP Substance Abuse Procedures:

A. Employees voluntarily requesting referral for substance abuse problems are required to sign a Release of Medical Information and consent form authorizing abuse substance screening by unannounced urine and/or breath alcohol test for the time period of (2) two years from date of referral. The follow-up testing time frame is done according to the recommendations of the Substance Abuse Counselor. This time frame is under the Omnibus Transportation Employee Testing Act (OTETA) for follow-up testing.

B. Employees that need a Commercial Driver's License to perform the duties of their job must have a signed release from their Substance Abuse Counselor stating they are cleared to drive. The employee will be placed on a no-work status until the clinic receives a work duty status from the Substance Abuse Counselor. A Work Duty Status form clearing the employee to resume his or her driving duties will be provided to the employee for their immediate supervisor's attention.

C. Employees that perform driving or hazardous duties as part of the essential functions of their jobs are required to provide the clinic a duty status report from their counselor before they are able to perform those job duties. The clinic personnel will provide the employee with a copy of the Work Duty Status Form for their supervisor's attention.

D. Any employee volunteering for treatment of a substance abuse problem must complete their therapy regime or be subject to administrative action against them, up to and including termination of their employment.

E. Any employee volunteering for treatment of a substance abuse problem must sign an agreement stating the employee agrees to complete the full course of therapy regime and an acknowledgment the clinic will inform the Human Resources Director in the event of a positive substance abuse screening test and/or failure to complete his or her therapy regime. Failure to sign this form will be considered a refusal for treatment. A refusal for treatment shall subject the employee to administrative action against them, up to and including termination of their employment.

F. Any employee volunteering for treatment of a substance abuse problem shall be subject to administrative action against them, up to and including termination of their employment, if any of their unannounced substance abuse screening tests are positive.

G. The Employee Health Clinic nursing staff will make the initial appointment with the treatment facility and provide the appointment date, time and location to the employee.

H. The Voluntary Referral for Substance Abuse check-off list will be signed by the nurse and the employee and placed in an EAP folder along with the Release of Information form, permission slip for unannounced substance abuse screening and the agreement for completion of therapy and/or subsequent employer notification.

ARTICLE 51
INVESTIGATIONS

51.1 The County Administrator may investigate, or cause to be investigated, a violation of any Board or County policy and this contract or any other case or instance that may disrupt the effective or efficient management of the County or any case or instance that may impinge or damage the County's reputation. Investigations concerning severe violations shall be conducted by the Human Resources Director or his or her designee, unless otherwise directed by the County Administrator. Employees may be placed on administrative leave with pay (pending an investigation) by the County Administrator or designee when such action is in the best interests of the County.

51.2 Employees who are questioned during an authorized investigation must truthfully participate.

51.3 All investigation shall adhere to FS Chapter 112, Firefighter Bill of Rights.

51.4 Florida Statute as stated above is applicable and applies to any employee covered under this agreement.

ARTICLE 52
LONG TERM DISABILITY

52.1 Marion County provides all full-time, regular employees long term disability insurance. This insurance is for employees who, due to a personal injury or illness, become unable to perform the essential functions of their job and the disability is expected to last more than four months. The following information is for general understanding about this benefit only. Risk & Benefit Services policies shall govern should there be any conflicts between this information and Risk & Benefit Services policies.

General Administration:

A. Full-time regular employees must actively work at least 30 hours each week. Part-time, temporary or seasonal employees are not eligible for long term disability insurance.

B. Full-time regular employees are covered by a group long term disability policy that pays 66 2/3 percent of their annualized classification rate excluding overtime after a 120 calendar day waiting period. The long term disability provider will require medical documentation for review and approval of benefits.

C. If eligible, the policy becomes effective on the first day of the calendar month following thirty (30) consecutive days of employment as an employee.

52.2 Procedures for Requesting Benefits:

A. Once an employee becomes disabled as defined by Risk & Benefit Services procedures the employee should report to Risk & Benefit Services who will assist in the application for long term disability.

B. Long term disability benefits, if approved, will not begin until the employee has completed the 120 calendar day waiting period. During the waiting period, the employee may use a combination of annual and sick leave. Employees may be eligible for administrative leave without pay, providing they have exhausted all annual and sick leave hours.

C. Once an employee is out of work for a medical condition that qualifies for FMLA, they will automatically be enrolled in family medical leave coverage if they qualify.

52.3 Employee Status and Benefits During Leave:

A. An employee must be out from work for 120 calendar days before the policy can make payments to the disabled employee.

B. The County's Life Insurance company offers a waiver of premium benefits for disabled employees. The disabled employee may apply for a premium waiver on their basic and supplemental life insurance through the Life Insurance company administered by Risk & Benefit Services.

C. After the employee is placed in an unpaid status, and the family medical leave coverage expires, the employee will be responsible for all insurance premiums.

D. Annual leave accruals and sick leave accruals will continue while the employee is in an active pay status. When the employee is placed in an unpaid status, the employee will not earn annual or sick leave hours.

E. When long term disability has been approved by the insurance company, the employee will be administratively terminated from the County.

F. Upon termination from the County, the employee will be sent a COBRA notice offering continuation of the health insurance. The County will pay for the individual employee premium for a maximum of 24 months. The employee will be required to pay for the family premium, if applicable.

52.4 Consult the Risk Manager for further guidelines for the implementation and interpretation of the long term disability program.

ARTICLE 53
UNION PRIDE

53.1 In an effort to show the cooperative effort between the Labor Union and management, each apparatus shall be allow to display one, three inch (3") red and white union sticker on the front officer's side window.

53.2 Each member of the bargaining unit shall be allowed to display one two inch (2") round union sticker on the rear bill of their firefighting helmet.

53.3 These stickers shall be provided by Local 3169, and shall obtain management approval before application.

ARTICLE 54
COMMUNITY OUTREACH

54.1 The Union will be allowed to organize on duty fill the boot drives, or other similar fund raising events, that occur on private or public property for local charities with 501c3 status within Marion County, utilizing county apparatus, with no more than one organized event per quarter and lasting no longer than three (3) hours per day, not to exceed three (3) days. All events will require prior authorization of the Fire Chief or Designee.

54.2 Units and personnel will remain in service for 911 calls.

54.3 Personnel will be allowed, with prior approval from the Union and Management, to utilize their gear for charitable fundraising events.

ARTICLE 55
ENTIRE AGREEMENT

55.1 This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

55.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

55.3 This Article does not remove the responsibility of the County to negotiate the impact or effects of any County decision which vitally affects terms and conditions of employment for employees covered by this Agreement.

ARTICLE 56
DURATION OF AGREEMENT

56.1 This Agreement shall be effective as of the 1st day of October, 2014 and shall remain in full force and effect until the 30th day of September 2017

56.2 Articles of this Agreement shall not be automatically opened. An Article may only be opened with the expressed, written agreement of both parties.

56.3 The provisions of this Agreement will remain in effect during subsequent negotiations, if those negotiations extend beyond the term of this Agreement.

PROFESSIONAL FIREFIGHTERS OF MARION COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3169

Jay Boardman
President

Lt. Scott Brandlein
Vice President

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Mounir Bouyounes
County Administrator