

COLLECTIVE BARGAINING AGREEMENT

between

**THE BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA**

and

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3529, AFL-CIO-CLC**

(NON-OFFICERS)

October 1, 2013 through September 30, 2016

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ARTICLE 1
COMPLETE AGREEMENT AND WAIVER

Section 1.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 not covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

Section 1.2

As used herein, the following terms shall have the following meanings:

- A. ***Department:*** Putnam County Fire/EMS Department.
- B. ***Employer:*** Putnam County Board of County Commissioners, referred to herein as "Employer" or "County".

ARTICLE 2
RECOGNITION

Section 2.1

The Employer recognizes Local Union No. 3529 of the International Association of Firefighters, AFL-CIO (hereinafter referred to as “IAFF” or “Union”) as the exclusive bargaining representative for wages, hours, terms, and conditions of employment for all employees set forth in the Bargaining Unit description in Section 2.2, in accordance with that certification issued by the Public Employees Relations Commission (“PERC”) of the State of Florida on January 31, 1994, Certificate No. 1044.

Section 2.2

The Bargaining Unit is comprised of the following full-time employees:

Firefighter
Firefighter EMT
Firefighter Paramedic
EMT
Paramedic Apprentice
Paramedic
Support Services Specialist

Excluded from this Agreement are the following:

Chief of Fire/EMS
Battalion Chief
Captains
Lieutenants
OPS/Casual or part-time employees
All other employees including unmentioned Department and County employees

Section 2.3

Probationary employees as defined are not covered by this Agreement, but may join the Union and have dues deducted at the employee's option. Probationary employees may file a grievance under Article 10, but may not arbitrate under Article 11 of this Agreement.

Section 2.4

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female employees.

Section 2.5

The Employer agrees that during the term of this Agreement, it will deal only with authorized representatives of the IAFF in matters relating to the negotiation or interpretation of this Agreement. The IAFF agrees to notify the employer of the names of such authorized representatives as of the execution of this Agreement and replacements thereof during the term of this Agreement.

Section 2.6

Additional or new class titles created which entail duties that are now being performed by employees covered by this Agreement shall be included in the Bargaining Unit, as directed by PERC.

ARTICLE 3

CHECKOFF

Section 3.1

The Employer shall deduct Union dues owed by the employee to the Union on a weekly basis in an amount certified to be correct by the Union Secretary-Treasurer and forward them to the Union on a monthly basis; provided, that prior to such deduction the Union has provided the Employer with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized; provided further that such authorization is in accordance with applicable law.

Section 3.2

Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee within (30) days by giving written notice of cancellation to the Employer. The employee is expected to provide a copy of the Notice of Cancellation to the Union.

Section 3.3

The Union shall indemnify and hold harmless the Employer from any and all claims or demands and expenses in connection therewith based upon the Employer's participation in dues deductions.

Section 3.4

Nothing contained herein shall require the Employer to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

Section 3.5

Any change in the amount to be deducted for monthly dues shall be implemented after written notification from the Union is received by the Employer and after employees have executed a revised deduction form authorizing the amount to be deducted. The change will be made in the month following receipt of the change, provided that the change is received by the 15th of the month.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1

The Union recognizes the right of the County to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers and authority which the County has not abridged, delegated, or modified by this Agreement are retained by the County. Management officials of the County retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage, direct and exercise discretion and control over Department operations.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Department.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other reasons, in which case, the procedures under Section 12.3 will apply.
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work. If the County contracts Fire/EMS, it will be subject to bargaining as set forth in Section 4.5.
- f. To determine the number of Department employees to be employed by the County.
- g. To determine the number, types and grades of positions or employees assigned to an operational unit, department or station.
- h. To determine the organization of County government.
- i. To maintain and improve the efficiency of the operations of the Department.
- j. To determine internal security practices.

- k. To establish, amend or modify an alcohol and drug program, provided such program complies with applicable federal and state law.
- l. To evaluate bargaining unit employees.
- m. To introduce new or improved working methods, facilities, equipment, machinery, processes and procedures, or to change or eliminate existing methods, facilities, equipment, machines, processes and procedures, and to automate.
- n. To determine the qualifications for and selection of its supervisory, administrative, clerical, management and confidential employees.
- o. To grant raises in pay where management determines an increase is warranted.
- p. To use part-time or casual employees as determined by the County.

Section 4.2

The County has the sole authority to determine the purpose and mission of the Department and the amount of the budget to be adopted by the County Commission for the Department.

Section 4.3

If in the discretion of the County Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the County Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4.4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the County, may be required to perform Fire/EMS or medically-related duties not

within their job descriptions. All information required on the Putnam County Fire/EMS run report and medical necessity form will be completed by the person writing the report.

Section 4.5

The parties agree that, upon exercise of a management prerogative that requires impact bargaining and that is not permitted under Section 4.1, in the absence of an emergency declared by the County Commission under Section 4.3, the County will, upon request of the Union, negotiate impact following the announcement of the exercise of the management right. The change may be implemented when (a) the County and the Union reach agreement or (b) the County and the Union reach impasse over the issue. The Union may grieve/arbitrate any such action provided the action violates some other section of this contract.

ARTICLE 5

CIVIL RIGHTS NON-DISCRIMINATION

Section 5.1

The County and the Union agree that there shall be no discrimination against any person while an employee of the County due to race, color, creed, sex, age, national origin, religion, marital status, disability or membership or non-membership in the labor organization; provided it shall not be considered a violation under this Article unless such alleged discrimination also violates applicable federal or state law. Any alleged violation of the Article may be grieved under Article 10 but shall not be subject to arbitration under Article 11. Other than utilization of the grievance procedure, the sole remedy for alleged violations of this Article shall be the appropriate state or federal agencies and the court system.

Section 5.2

It shall not be a violation of this Article for the Union to refuse to process a grievance for an employee who is not a member of the Union.

ARTICLE 6

PROHIBITION OF STRIKES

Section 6.1

The Union and its members agree not to engage in a strike (including sympathy strikes), work stoppage, work slowdown, concerted failure to report for duty, concerted absenteeism, mass submission of resignations, or any other form of interference with the operation of the Department or any other County operations.

Section 6.2

Any employee who participates in any conduct prohibited to Section 6.1 shall be subject to disciplinary action, up to and including discharge.

Section 6.3

In the event of a strike, work stoppage, work slowdown or interference with the Department operations, a responsible official of the Union will promptly and publicly disavow such strike, work stoppage, work slowdown or other form of interference and order the employees to return to work and attempt to bring a prompt resumption of normal operations. The Union will notify the County within four (4) hours after the commencement of such strike, work stoppage, work slowdown or other forms of interference with Department operations what measures it has taken to comply with the provisions of this Article.

Section 6.4

In the event any violation of Section 6.1 lasts for more than twelve (12) hours, the County may declare this Agreement null and void in its entirety, provided that the Union shall be liable for damages for breach of contract, including all consequential damages, and any other damages suffered by the County or any citizen. In addition, the County may discipline any employee or employees who participated in any violation of Section 6.1. Any individual disciplined may proceed directly to Step 2 of the Grievance Procedure, even though the contract may otherwise be declared null and void under this Section. If the employee chooses to arbitrate disciplinary action under this Section, the sole issue to be considered by the arbitrator is whether or not the employee violated Section 6.1. If it is determined that the employee violated Section 6.1, then the disciplinary action shall not be changed in any way by the arbitrator.

ARTICLE 7

UNION REPRESENTATION AND UNION BUSINESS

Section 7.1

The County will recognize up to two stewards per shift; provided that the two stewards will not be regularly assigned partners.

Section 7.2

The Union will notify the County Human Resources Department of the names, addresses and phone numbers of each Union officer and steward on or before April 1 of each year. If there is any change in officers or stewards during the year, the County Human Resources Department will be notified within seven (7) days.

Section 7.3

The County and the Union agree to abide by Fla. Stat. §447.509 regarding solicitation and distribution.

Section 7.4

The County agrees to grant in its sole discretion time off without discrimination or loss of seniority rights, and without pay, to two employees designated by the Union to attend a labor convention or training seminar that does not exceed seven (7) calendar days, provided fourteen (14) calendar days written notice is given the County by the Union specifying length of time off, and the work day(s) to be missed. No more than two (2) employees per contract year will be granted leave under this Section. Nothing in this Section will preclude the employee from

arranging a shift swap consistent with the Department Policy to attend a labor convention or training seminar.

Section 7.5

The Union shall have the right, at its own expense, to place a Union bulletin board, not to exceed three (3) feet by four (4) feet, in an available space in either the day room, living area, or kitchen of each working location. The bulletin board may only be used for the following purposes:

- Notice of Union meetings
- Reports of Union committees
- Recreational and social affairs of the Union
- Actions of public bodies
- Union elections and results of such elections
- Minutes of Union meetings

All postings shall be signed by a Union officer, and a copy shall be submitted to the Chief of the Department at the time of posting.

Section 7.6

The Employer shall, upon request, provide the Union with a copy of a document which contains the following information for each employee in the bargaining unit: name; benefits date; current job classification(s); and the date of attainment to their current job classification if different from their benefits date. This document shall be provided upon request no more often than semi-annually. The Employer, upon request, will notify the Union of new hires on a quarterly basis.

Section 7.7

The Employer shall allow the Union to place one (1) four-drawer filing cabinet at the Headquarters station for the storage of Union records, files, documents, etc. at the Union's expense. The location of the file cabinet will be at the Department's discretion. Security of the cabinet shall be the sole responsibility of the Union.

Section 7.8

The Employer shall allow the Union to display its Union Charter in the reception area of the Headquarters station.

Section 7.9

The Employer shall furnish the Union with a copy of all written rules and regulations pertaining to Employee-Employer relations and all other materials regularly distributed to the employees in the bargaining unit.

Section 7.10

An employee will be notified in writing of any investigation being conducted as a result of a complaint made by an individual outside the Fire/EMS Department at the start of any investigation.

ARTICLE 8

WORK RULES

Section 8.1

All rules, regulations, policy and procedures of the Department in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of the Agreement. Authority to change, modify or delete rules, regulations, policy or procedures rests with the County, provided such changes are not arbitrary or capricious.

Section 8.2

Any rules, regulations, policies and procedures of the Department issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 8.3

All fringe benefits enjoyed throughout the Department by the employees at the present time and known to the Chief of the Department and his staff, which are not included in this Agreement, shall be presumed to be reasonable and proper and shall not be changed by the Employer in an arbitrary or capricious manner. Nothing contained herein shall limit the Employer's rights to establish or change working rules and regulations or other terms and conditions of employment that are not specifically set forth in this Agreement, provided such changes are not arbitrary or capricious. Other than life, safety or emergency rules, management will notify the Union of proposed changes and will discuss such changes with the Union prior to implementation. It is understood that management has the final authority to institute such changes, provided the changes do not violate a specific provision of this Agreement. The Union

will have the right to grieve and arbitrate only when such change is (a) arbitrary and capricious or (b) violates any specific provision of this Agreement.

Section 8.4

Work rules that apply to daily cleaning shall apply to the cleaning of living quarters of the employees only (day room, bunk room, rest rooms, kitchen, bay and general policing of the grounds) and shall not apply to the cleaning of management's living quarters or offices and shall not apply to the cleaning of administrative offices in any way. It will be assured that students will not enter and exit through the EMS side of the building. All on-duty personnel will be responsible for clean-up for any meal preparation. The officer in charge of any meeting will be responsible for following up to assure that proper clean-up is completed.

Section 8.5

Lawn care will be provided by other personnel and not by bargaining unit personnel. Bargaining unit personnel will not be required to do building or vehicle maintenance or repairs.

ARTICLE 9

OPERATION INSURANCE

Section 9.1

The Employer will provide liability insurance coverage as required by state law for every member of the bargaining unit.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1

A grievance is defined as a complaint arising out of the alleged violation of a specific term of this Agreement. Only grievances arising after the ratification of this Agreement by both parties are subject to this Article.

Section 10.2

An employee shall discuss his grievance orally with the Captain or Battalion Chief in charge of his shift with or without the presence of his Steward. The Captain or Battalion Chief shall attempt to adjust the complaint.

Section 10.3

The formal grievance procedure shall begin at Step 1.

STEP 1. If the informal grievance is not resolved by the Battalion Chief, or was not submitted to the Battalion Chief, it may be submitted in written form by the Steward or the employee to the Chief of the Department. It must be submitted within seven (7) calendar days of the date on which the facts or events giving rise to the grievance occurred. The date for submission is determined by the date the alleged violation occurred. The written grievance must set forth the following:

- a. The specific articles and sections of the Agreement alleged to have been violated.
- b. A full statement of the grievance, giving a complete description of the facts and dates of the events involved in the alleged violation.

- c. The specific remedy desired by the grievant.
- d. The signature of the grievant and the date signed.

Failure of the grievant to comply with this Section shall render the grievance null and void. The Chief of the Department shall answer the grievance in writing within seven (7) calendar days of the date of submission.

STEP 2. If the decision in Step 1 is not satisfactory, the grievant and/or the Union representative may submit the same written grievance to the County Human Resources Director within six (6) calendar days after the grievant and/or the Union representative is notified of the decision in Step 1. The County Human Resources Director shall render a written decision within seven (7) calendar days from the date the grievance was submitted to him/her.

STEP 3. If the decision in Step 2 is not satisfactory, the grievant and/or the Union representative may submit the same written grievance to the County Administrator within six (6) calendar days after the grievant and/or the Union representative is notified of the decision in Step 2. The County Administrator may meet with the grievant and/or the Union representative within ten (10) calendar days from the date he receives the grievance. The County Administrator shall render a written decision within seven (7) calendar days from the date of the meeting or, if no meeting is held, within seventeen (17) calendar days of the date the grievance was submitted to him. The County Administrator shall provide a copy of the decision to the grievant and the Union representative.

Section 10.4

Rules for the Grievance Procedure.

- A. Time limits at any step of the Grievance Procedure may be extended by written mutual agreement of both parties involved at that step.
- B. A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently withdrawn and settled on the basis of the decision most recently given. Failure on the part of the Employer's representative to answer within the time limit set forth at any step will be considered a denial of the grievance and will entitle the grievant and/or the Union representative to proceed to the next step.
- C. A grievance presented at Step 1 above shall be dated and signed by the grievant and/or the Union representative. It will be initialed and the time and date received will be noted on the grievance. An answer given to the grievant and/or the Union representative shall be dated and signed by the Employer representative at that step.
- D. Any grievance involving suspension or discharge must be filed within ninety-six (96) hours.
- E. Any grievance filed on behalf of two (2) or more employees from different shifts shall be signed by the Union representative and should be filed at Step 2.
- F. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person or by legal counsel, to the County, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement and provided that the Union is given reasonable opportunity to be present at any

meeting(s) called for resolution of such grievance(s). Any employee filing his/her own grievance must follow the steps and procedures set forth in this Article.

G. Grievances settled prior to arbitration shall not be considered precedent-setting, absent written agreement to the contrary.

ARTICLE 11

ARBITRATION

Section 11.1

If a grievance is not satisfactorily settled under Article 10, the Union may request arbitration by notifying the County. Such notice must be submitted to the County Administrator within fourteen (14) days from the date of denial of the grievance or it will be conclusively considered to have been abandoned. The Union will request a list of seven (7) arbitrators from the North Florida/Southeast Georgia area from the Federal Mediation and Conciliation Service. A copy of the request for a list of arbitrators provided to the County satisfies the notice of intent to arbitrate to the County. The parties will alternately strike names from the list submitted by the Federal Mediation and Conciliation Service until only one name remains. Either party may reject the entire list. A coin flip will determine the order of striking.

Section 11.2

It is distinctly understood that no arbitrator is vested with the power to change, alter, modify or amend the terms of this Agreement in whole or in part.

Section 11.3

The arbitrator, in deciding any dispute submitted to arbitration arising out of the interpretation or application of this Agreement, shall:

- (a) Determine each dispute in accordance with the terms of this Agreement and in accord with the Submission Agreement. If there is no Submission Agreement, then the arbitrator will rely on the original written grievance under Step 1 of Article 10.

- (b) Not receive into evidence nor rely upon any past practices of the County that occurred prior to the ratification of this Agreement.
- (c) Decide the dispute only upon the basis of the provisions of this Agreement without reference, directly or indirectly, to an industrial law or common "law of the shop."
- (d) Not substitute his judgment for that of the County. In disciplinary and discharge cases, the arbitrator may not modify the action taken by the County absent clear and convincing evidence submitted by the grievant that shows the factual basis upon which the County relied in taking the disciplinary or discharge action was erroneous, or the clear and convincing evidence shows that the action taken by the County was excessive.
- (e) Not have authority to establish any wage rates or to modify rates set forth in this Agreement.
- (f) Deduct from any monetary back pay award to an aggrieved employee (1) any monies he may have received in the interim from any employment entered into after the grievant's termination of employment; and (2) any unemployment compensation received by the grievant. No interest shall be added to any awards made to any employee.
- (g) The arbitrator has no authority to award any compensatory damages (except back pay), punitive damages, costs, attorney's fees or any other damages or fees, unless specifically permitted by this Agreement.

Section 11.4

Only one grievance may be heard by the arbitrator at any one time, absent mutual written agreement of the parties.

Section 11.5

A hearing shall be held as soon as possible and the arbitrator shall render his decision within thirty (30) days from the close of the hearing. Provided the arbitrator complies with Article 10, Section 10.4 and this Article, the decision of the arbitrator shall be final and binding upon all parties. The expenses of the arbitrator, as well as other expenses of holding the arbitration, shall be borne equally by the Union and the County; however, each party, shall bear the expense of its representatives, of its own witnesses and of preparing and presenting their case. Either party may order the transcript of the hearing; however, the transcript may only be obtained directly from the Court Reporter. In no event shall an award be retroactive to a date more than five (5) working days prior to the date of the filing of the written grievance under Article 10, Step 1.

Section 11.6

Damages arising out of the alleged violation of the No Strike/No Lockout clause are not subject to this Article and will be resolved in a court of competent jurisdiction.

Section 11.7

Any decision by the Medical Director, based solely on medical reasons, that an individual cannot operate under the Medical Director's license shall not be considered to be disciplinary in nature and, therefore, any demotion, suspension or termination arising solely out of the Medical Director's decision, based on medical reasons, shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

ARTICLE 12

SENIORITY

Section 12.1

Seniority is defined as an employee's continuous length of service with the County, commencing with the employee's last date of hire by the county. Employees who started with the County on February 24, 1992, with no break in service from the City of Palatka and who have been continuously employed by the Department will have the last date of hire by the City as their seniority date.

Section 12.2

Seniority shall be observed for layoffs and recalls, consistent with Section 12.3 and not for the purposes of vacation accrual.

Section 12.3

In the event of a reduction in work force, probationary employees in the classification affected shall be laid-off first. If further reductions are necessary, the County will determine the number of employees in each classification to be laid-off. The least senior employee(s) in each classification shall be laid-off; provided that, a Paramedic may bump a less-senior Emergency Medical Technician, provided that the Paramedic is fully qualified to perform all functions of that Emergency Medical Technician's job.

Section 12.4

Recalls from layoff shall be in the inverse order of layoff. An employee to be recalled will be given fourteen (14) calendar days' notice of recall. The recall notice shall be mailed by certified mail to the employee's last known address as shown in County personnel files.

Section 12.5

An employee's continuous length of service with the County shall be considered broken if the employee: (a) quits; (b) is terminated; (c) is on layoff for more than one year; (d) retires; or (e) is placed in OPS/Temporary status. Subsection (e) shall be applied retroactively and the County shall provide the Union with a current seniority list reflecting the application of subsection (e) within 20 days after ratification by the Union and the County. Payment of any accrued but unused vacation and compensatory time will be paid to the employee with the next regular paycheck following loss of seniority under this Article, or with the next regular paycheck following layoff.

Section 12.6

Leaves of absence without pay for thirty (30) consecutive calendar days or more (except for FMLA) shall cause the seniority date to be adjusted for an equivalent amount of time.

Section 12.7

The County shall provide the Union with a current and accurate seniority list upon ratification and each October 1 thereafter.

ARTICLE 13

DISCIPLINARY ACTION

Section 13.1

No employee shall be disciplined except for proper cause. Progressive and appropriate discipline will be administered according to the seriousness of the offense. Disciplinary actions may include all or any one of the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Dismissal

Section 13.2

Employees shall be furnished with a copy of any written reprimand which they shall be required to sign. Signature shall serve as acknowledgement of receipt only, and shall not constitute agreement with the disciplinary action. The President of the Union or his representative may be present as an observer at all pre-disciplinary hearings regarding suspensions, demotions and dismissals. A copy of the employee's notice of pre-disciplinary hearing involving suspension, demotion or dismissal will be provided to the Union and will serve as notification. Rescheduling will occur only for reasonable circumstances for a reasonable length of time. When requested by the employee, the President of the Union, his representative or a Steward may be present as an observer at all investigatory interviews when the employee being considered for discipline is being interviewed.

Section 13.3

Personnel records shall be kept confidential to the extent permitted by law. However, employees may at their discretion waive this rule. The employee shall be provided one copy free of charge, upon request, at the time the document is issued. It shall be the right of any employee, or their legal representative, at reasonable times during the employee's off-duty hours when the County is open for normal business to inspect and receive copies of their own personnel file.

ARTICLE 14

HOLIDAYS

Section 14.1

The following holidays will be recognized, commencing at 0800 hours on the day of the actual holiday.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve
11. Christmas Day

Any other holiday recognized by the Board of County Commissioners shall be included in this Agreement.

Section 14.2

Bargaining unit employees will receive 12 hours of holiday pay (or 12 hours straight compensatory time) for the above holidays, unless they work on the day of the actual holiday (as opposed to the day such holiday is observed by the County), in which event they will receive a total of 24 hours of holiday pay (or 24 hours straight compensatory time), pro rata for portion of a shift. Any person working swap time will not receive the additional 12 hours; however, the employee scheduled to work will receive the additional twelve hours.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1

The work week will begin at 8:00 a.m. Sunday through 8:00 a.m. Sunday, 168 hours later.

Section 15.2

Employees will normally work 24 hours on duty and will be off 48 hours; provided that nothing in this Article will guarantee any number of hours per day or week.

Section 15.3

Time and one-half the regular straight-time rate will be paid for all hours actually worked in excess of forty (40) hours per week.

Section 15.4

Leave time, including but not limited to sick leave and vacation leave, whether paid or unpaid, is not considered as time worked for overtime purposes.

Section 15.5

Use of additional comp time or annual leave hours may be used to make up for any lost wages when taking time off decreases that employee's regular take-home pay.

ARTICLE 16
FUNERAL LEAVE

Section 16.1

Should a death occur in the immediate family of an employee, the employee shall be authorized twenty-four (24) hours funeral leave (24-hour shift employee) without loss of pay upon proof of death and of the relationship. This leave time shall not be deducted from the employee's sick time or annual leave time.

Section 16.2

The immediate family is defined as: spouse, parent, child, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of both the employee and their spouse.

Section 16.3

Based on individual circumstances, the employee may request and the Chief of the Department or designee may extend the funeral leave for another twenty-four (24) hours. The extra hours shall be deducted from the employee's available leave time (sick leave, annual leave, comp time) at the employee's discretion; or may be with pay as determined by the Chief of the Department.

ARTICLE 17

EDUCATION AND TRAINING

Section 17.1

The County will provide the necessary training while on duty to obtain CEUs required to maintain State certification. If an employee fails to take advantage of the on-duty CEU training, the employee must take the necessary training off-duty at the employee's expense to maintain State certification. The County will also pay the cost of the renewal of the State license.

Employees will be given hour-per-hour CEUs for courses approved by the Medical Director, which approval shall not be unreasonably withheld.

Section 17.2

The County will reimburse the employee the cost of taking the State Paramedic Test upon successful completion of the test. The County will cover costs associated with ACLS/BLS provided in-house. The County will reimburse course fees, upon successful completion, for ACLS/BLS courses taken outside Fire/EMS only in the presence of special circumstances as approved by the Battalion Chief. Administrative leave with pay will be granted to attend said course. Employees who are on duty on the day of in-house training will be permitted to attend while on duty as scheduling allows. If an employee, in order to maintain certification, is going to attend class while on duty, the employee must give written notice to the Battalion Chief within 14 days of the posting of the training. If an employee is off duty on the day of the training, the training is the employee's responsibility. This Article will apply to any courses that may be required in the future.

Section 17.3

The County agrees to provide the Union, upon request, a copy of the CEUs earned to date of each employee in the bargaining unit.

Section 17.4

If the County requires PHTLS or PALS as a condition of employment, the PHTLS or PALS training will be paid for by the County and provided on paid time. Upon completion of these classes appropriate certification will be issued.

Section 17.5

The County will provide financial assistance to Fire/EMS employees for educational courses which are applicable to Fire/EMS or are of such nature and quality as to directly prepare employees for positions of greater responsibility with the Department.

- A. Eligibility. Employees will be eligible for educational assistance when they have been regular full-time employees for one year and have been so recommended by their Chief of the Department.
- B. Application. Employees will submit a completed Request For Educational Assistance form to a Battalion Chief or designee for review and approval by the Chief of the Department.
- C. Reimbursement.
 - 1. Request for reimbursement must be submitted to the Chief of the Department within 35 days after completion of the course.

2. Certification of successful completion (C equivalent or above) of approved courses and a receipt for tuition paid must be submitted for reimbursement.
3. Reimbursement will be for actual tuition, books and lab fees paid up to \$500.00 per person per fiscal year.
4. Reimbursement will be made only to employees who are on active payroll when payment is due.
5. Where tuition is covered from other third-party sources, qualified employees may participate only in the "Time Off From Work" feature of the program as defined in Section 17.2.
6. Reimbursement under the program will follow the applicable state and federal mandates.
7. Reimbursement will be limited subject to availability of funds.

Section 17.6

Qualified full-time employees who wish to request financial assistance to attend Paramedic School must complete the request form and submit it through the Battalion Chief. Consideration will be given on a first-come, first-serve basis. The number of approved applicants will be determined by the availability of funds.

Reimbursement will be given to the employee at six (6) month intervals, first quarter (1/4) paid upon successful completion of the course and passing the State exam. The second quarter (1/4) to be paid after receiving a satisfactory evaluation, and will continue in six (6) month intervals thereafter. Payment will only be made to employees on active payroll at the time payment is due.

Section 17.7

The County will provide a quarterly training schedule to the Union.

Section 17.8

The County may cancel a training session providing that a 30-day notice is given to employees. However, the topic may be subject to change and additional topics and sessions may be added. Each training session will be announced by bulletins posted at each station no less than two weeks prior to each session.

Section 17.9

Questions and concerns for the Medical Director may be submitted in writing or via email to the Medical Director with a copy to the Chief of the Department. The Medical Director will respond in writing or via e-mail, restating the question and giving the answer, and distributed to all personnel at the next monthly in-service training session. Questions and concerns may also be presented during the monthly in-service training session.

Section 17.10

All run tickets shall be completed by the end of the shift. However, if due to call volume or calls originating close to the end of the shift, it is necessary to remain on duty past the normal end of the shift, the crew will be paid according to the appropriate hourly rate of pay.

Run tickets that go through Quality Assurance and are determined to have any deviation from protocol, will be reviewed with the Paramedic (and EMT if appropriate) within 30 days from the date of the run ticket and followed with review by the Medical Director. The entire Q&A process will be completed within sixty (60) days of the run ticket.

Section 17.11

Individuals requesting time off to attend courses will be subject to the terms of Article 29.3, except for the three (3) Paramedics-off rule, as long as minimum staffing is met and the request must be for a minimum of six (6) hours.

ARTICLE 18

UNIFORMS

Section 18.1

Uniforms, protective clothing, and protective devices required of employees in the performance of their assigned duties, shall be furnished without cost to the employee, by the Employer, except as provided in Section 18.2. Each employee shall receive \$25.00 per month for clothing maintenance, payable each quarter. In consideration of the foregoing, employees agree to wear or use said uniforms and protective equipment provided by the County only for official Department business, and to maintain and clean on a regular basis said uniforms and protective equipment.

Section 18.2

The Chief of the Department is responsible for ensuring employees are provided uniforms and equipment to do their jobs. The Uniform, Dress Code and Personal Appearance section of the Putnam County Fire/EMS Policies and Procedures Manual, as amended from time to time, will specify the appropriate uniforms and other attire, and the party that is responsible for paying for such items.

Section 18.3

If the County determines any part of the uniform or protective equipment (other than the jumpsuit) originally supplied by the County is unserviceable as a result of an employee performing job assignments (*i.e.*, rescue operation, station maintenance, etc.), that part of the uniform rendered unserviceable shall be replaced at no cost to the employee as soon as possible.

Section 18.4

The County shall repair or replace an employee's prescription eyeglasses, contact lenses and personal watch when said item was damaged or lost as a result of the employee's performance of their duties. The cost shall be actual replacement value, but not to exceed \$100.00 for eyeglasses or contacts, and \$40.00 for a watch. In order to obtain such reimbursement, the loss or damage must be reported at the completion of the call where the loss occurred and there must be clear proof that the loss occurred as a result of the employee's performance of duties.

ARTICLE 19

MILITARY LEAVE

Section 19.1

Annual Military Leave. Annual military leave due to the request of the armed forces to fulfill regular military obligations, shall be granted according to state and federal regulations.

Section 19.2

Military Leave of Absence. A military leave of absence shall be granted according to federal and state regulations. Any sick leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

ARTICLE 20
COURT LEAVE AND JURY DUTY

Section 20.1

The Employer shall grant leave with pay to any employee for the period in which he/she is required by subpoena or requested by the courts to appear before a court, judge, justice, magistrate or coroner on behalf of the County or in any matter arising directly out of the employment relationship with the County. Under no circumstances will this Section apply to any lawsuit or matter where the employee is the plaintiff or the charging party. Leave under this Section shall count as time worked for overtime purposes.

Section 20.2

The Employer shall compensate employees for off-duty time spent in job-related court cases. The minimal reimbursement should be two (2) hours' overtime pay.

Section 20.3

Employees who are called for jury duty service shall be excused from work and will be paid for the time spent on jury duty, provided the employee was otherwise scheduled to work. The employee will return to work promptly upon being released from jury duty and will work until his/her scheduled return to jury duty. The employee will present proof of service when reporting for jury duty.

ARTICLE 21

SWAP TIME

Section 21.1

Shift exchanges shall be solely for the convenience of the employees. Employees covered by this Agreement may temporarily exchange shifts upon written approval of the Battalion Chief or Captain, provided there shall always be one Paramedic per ambulance. If the replacement employee on a shift exchange, including when the shift exchange is being repaid, fails to report for any reason, including illness, the employee who is regularly scheduled to work will have his/her vacation or sick leave (employee option, on the assumption that person who fails to report is sick) account charged with the amount of time involved in the shift exchange. If the regularly scheduled employee does not have sufficient vacation or sick time, he/she will be considered on leave without pay. There is no obligation on the part of the County to keep track of hours owed as a result of a shift exchange. If an employee quits, is terminated, or for any other reason fails to repay a shift exchange, the County has no liability to pay for the shift exchange.

Section 21.2

The Chief of the Department reserves the right to eliminate shift exchanges in his or her sole discretion, provided that he or she will notify the Union of any proposed elimination and upon request, will negotiate with the Union over the proposed elimination.

ARTICLE 22
CHANGE OF STATION

Section 22.1

If an employee reports for duty at his regularly assigned duty station and is required to report to another duty station, he/she shall be reimbursed at the current State of Florida rate to travel from his normal duty station to the station he is changed to. The employee shall be considered on-duty for the time involved to make the change of station.

Section 22.2

Station assignments will be selected by order of seniority per each shift for the year 2001 and will be permanent. Employees of equal classification who agree to exchange shifts or stations on a permanent basis will be allowed to do so with Chief of the Department approval, but no more than once per contract year.

Section 22.3

Temporary transfers may be necessary for the benefit of the Department to facilitate scheduling problems. Station assignments may be changed due to a shortage of paramedics in the reverse order of seniority.

Section 22.4

Any transfer of employees from one shift to another shall be permitted provided that the employee and employer receive two week prior notification whenever possible. An individual may be moved with a Lieutenant or Captain for further training per the Medical Director for a specified period of time with specific training to be completed.

ARTICLE 23

PROBATION

Section 23.1

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work, and for securing the most effective adjustments of the new employee to his position, and for separating employees whose performance does not meet the required standards.

Section 23.2

The initial probationary period for all new employees shall commence on the date the employee begins working for the Department as a full-time employee, and shall continue for a period of six (6) months. Employees moving from a PRN position to full-time will be required to serve an additional probationary period of six (6) months; provided if the PRN employee has worked 1200 hours within the classification, that employee will only be required to work a 90-day probationary period.

Section 23.3

Upon the expiration of the six-month probationary periods described above, the Battalion Chief or Chief of the Department shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted regular status; or (2) in the event retention of the employee is not approved, the employee shall be considered separated from employment with the Department; or (3) extend probation for up to an additional six (6) months to provide additional opportunity for the employee to meet the Department's expectations. Both the

employee and the Union will receive notification of successful completion of the probationary period within fourteen (14) calendar days.

Section 23.4

During the probationary period, annual leave shall be accrued to the employee's benefit, but may not be taken until the completion of the probationary period. Sick time may be used as it is accrued.

Section 23.5

During the probationary period, the employee may be reprimanded, discharged and/or otherwise be disciplined. New hire probationary employees do not have any right to arbitrate under Article 11.

Section 23.6

If a Paramedic is promoted to a higher rank outside the bargaining unit and is subsequently placed back in the bargaining unit during or at the end of the probationary period, he/she shall retain all seniority and not be required to retake protocol tests.

ARTICLE 24

WORKERS' COMPENSATION

Section 24.1

An employee who sustains a job-connected disability that is compensable under the State's workers' compensation law will be carried in full pay status for a period not to exceed seven (7) calendar days immediately following the injury or for a maximum of 48 or 72 work hours (depending on the work assignment) if taken intermittently without being required to use accrued leave credits. If the employee receives workers' compensation benefits for this period of leave with pay, the employee is required to reimburse the County the amount of the benefits. Such reimbursement will not include payments for medical, surgical, hospital, nursing or related expenses, or lump sum or scheduled payments of disability losses.

Section 24.2

If, as a result of the job-connected injury, the employee is unable to resume work at the end of seven (7) calendar days:

- A. The employee may elect to use accrued sick leave, annual leave or compensatory leave in an amount necessary to receive salary payment that will increase the workers' compensation payments to the total salary being received prior to the occurrence of the disability. In no case will the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary payments; or
- B. The employee may elect not to use accrued leave balances and in such case (or if the employee has exhausted all accrued leave), the employee will receive only workers' compensation benefits.

Section 24.3

Positions of employees on long-term workers' compensation leave may be filled with temporary employees. Positions of employees on workers' compensation leave exceeding twelve (12) months may be filled with regular employees.

Section 24.4

If an employee is released by the medical doctor for light duty, he/she may be temporarily reassigned at their hourly rate at the time of the injury to such other duties as the Employer may have available, commensurate with medical and mental fitness. When light duty work is available, the County will make all reasonable efforts to work the employee on a forty-eight (48) hour week.

ARTICLE 25

SEVERABILITY

Section 25.1

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining Articles and Sections of this Agreement shall remain in full force and effect.

Section 25.2

In the event this occurs, the Union and the Employer will meet within thirty (30) days to negotiate a replacement for the provision found to be invalid.

ARTICLE 26
PENSION PLAN

Section 26.1

The Employer shall provide, at no cost to the employee, the F.R.S. Special Risk Classification Retirement Plan.

ARTICLE 27

WAGES

Section 27.1

In fiscal year 2013/2014, all Bargaining Unit employees will receive a pay raise equal to that received generally by other county employees.

In fiscal year 2011/2012, all Bargaining Unit employees that were required to contribute 3% of their salary to the Florida Retirement System received a one-time 3% raise above the current hourly rate of pay. This raise was effective September 25, 2011, will continue as long as the 3% contribution is required and, at the County's option, may be continued even if the 3% contribution is no longer required.

For employees other than Firefighters, pay will be calculated using an hourly rate for up to and including 40 hours, and at time-and-one-half that hourly rate for hours worked in excess of 40 hours per week. For Firefighters, overtime will be calculated after 53 hours per week.

Section 27.2

An EMT or Firefighter EMT employee who has completed the requirements for Paramedic will be advanced to the minimum salary grade for a Paramedic or Firefighter Paramedic or 5% increase, whichever is greater.

Section 27.3

When Fire/EMS personnel (including Bargaining Unit personnel) work special events for which the County is reimbursed, they will be compensated at the rate of \$25 per hour to be paid during the normal cycle of the pay period.

Scheduling special events will be at the discretion of the scheduling officers, who will make a reasonable effort to offer special event time to Bargaining Unit employees first. After reasonable efforts to fill the special event positions with Bargaining Unit employees, the special event positions will be offered to Non-Bargaining Unit employees. Reasonable efforts will be made by the scheduling officers to notify all personnel of the upcoming special event via email. Reasonable attempts will be made to have the special event time evenly distributed between the off-duty shifts.

Section 27.4

The President and one other representative of Local 3529 may attend negotiations and be compensated if on duty during their regularly scheduled shift; time spent by them in such negotiations shall be considered actual time worked and shall not be considered leave time of any time.

Section 27.5

A Paramedic or Firefighter Paramedic filling in for a Battalion Chief, Captain or Lieutenant who is acting as an FTO will be paid the minimum of the relevant pay range or 5% above their current hourly rate, whichever is greater. When a Lieutenant or Captain or Battalion Chief is absent, the most qualified Paramedic or Firefighter Paramedic from that shift (as determined by the supervisor of that shift) shall be given priority for the duty, in the absence of an Officer to fill in.

Section 27.6

All eligible Bargaining Unit employees will be included in the Experience Pay plan approved by the Board of County Commissioners.

Section 27.7

The County will continue its participation in the State Firefighter Educational Incentive reimbursement program for college degrees, and will distribute funds as collected from the State for this purpose to qualified employees according to Florida Statute. If the State reimbursement program is discontinued, this section will become null and void.

It is recognized by the County that ongoing training and education is important to the overall mission of Emergency Services. Annual educational incentives will be paid in the first pay period in December to those employees holding the certifications listed below. The incentive amount for each approved certification will be \$100, and will be subject to normal withholding taxes. The certification must be valid on the date of such payment. The County will also pay for class fees and books for approved certifications. The following are approved certifications:

ITLS or PATLS or PHTLS and PALS (or the EMT equivalent of PALS), which together shall constitute only one certification.

Critical Care Paramedic

Section 27.8

The Firefighters who are assigned to an engine will be allowed to trade job assignments with an on-duty Bargaining Unit EMT or Paramedic. In addition, Supervisors assigned to a squad may trade job assignments with a qualified on-duty Paramedic. These trades (a) shall be allowed only as staffing permits as approved by the Battalion Chief and (b) shall not result in any additional cost to the County.

Section 27.9

Employees will continue to accrue compensatory time for holidays pursuant to Section 14.2 hereof. Employees may also earn compensatory time for those hours worked in excess of their normal weekly schedule (i.e., over 48 hours, 48 hours and 72 hours). Overtime hours that are not eligible to be treated as compensatory time will be paid out as earned. No more than 240 hours of compensatory time can be accrued. Employees hired on or after December 8, 2009, hereof shall be eligible to accrue compensatory time only as allowed by Section 14.2 hereof.

Section 27.10

The hourly rate of pay for each employee who first obtains after the Effective Date and thereafter maintains an active State of Florida Firefighter II certification and elects to perform Firefighter duties for the County will be increased by \$.9047. This increased amount will be reflected in the employee's weekly paycheck and be subject to normal withholding.

ARTICLE 28

INSURANCE

Section 28.1

Full-time employees will be eligible to participate in a Putnam County Group Insurance Plan. The Plan(s) may be amended by the Board of County Commissioners from time to time; however, a Bargaining Unit employee shall always be offered the same plan(s) as are offered to all other non-exempt County employees.

Section 28.2

The Summary Plan Description will be given to each employee when hired, when the Plan changes, and upon request.

Section 28.3

Consistent with County policy, employees shall have thirty (30) days after a life-changing event (death, divorce, new child, marriage) to change insurance coverage.

Section 28.4

The Bargaining Unit will be entitled to one non-voting member on the County's insurance committee. This employee will be paid at his/her straight time/overtime rate, as appropriate, for time spent attending meetings.

ARTICLE 29

VACATION

Section 29.1

All full-time 24-hour shift employees shall earn vacation leave as shown on the following table:

Years of Service	Hours Earned Per Year
0 – 5	154
6 – 10	190
11 – 15	226
Over 15	250

Section 29.2

During each January, employees will be paid at their then current hourly rate for all vacation hours over 300 that were accrued as of the previous December 31, up to a maximum of 75 hours. Employees may carry forward to the next calendar year up to 300 hours of annual leave; hours in excess of 300 will be eliminated on each January 1. Payment of unused annual leave upon separation from employment will be according to the Putnam County Personnel Policy and will be limited to a maximum of 240 hours.

Section 29.3

Employees shall submit an appropriate request to the on duty Battalion Chief for compensatory or annual leave. Requests for compensatory time, and annual leave requests of 48 hours or less, shall be submitted no later than 68 hours prior to the requested time off. Compensatory time requests should be submitted on a leave request form; however, such request may be made by fax or phone. Compensatory time may be taken as needed in one-hour increments. Requests for annual leave of more than 48 hours shall be submitted in written form on a leave request slip as follows:

Duration of Leave

More than 48 hours
More than 96 hours

Request Form Due

14 days prior to requested time off
30 days prior to requested time off

The Battalion Chief shall approve or deny the leave request within 24 hours of the request being submitted. It is the responsibility of the Battalion Chief to notify the employee if a leave request has been denied. The request shall not unreasonably be denied. Annual leave must be taken in 12-hour blocks for the above to apply. Blocks of annual leave requested in increments of 3 hours will be permitted provided the employer or the employee finds coverage. No more than three Paramedics may be allowed off per shift, not including Officers. The Battalion Chief may allow exceptions to this Section 29.3 if there is sufficient coverage.

ARTICLE 30

SICK LEAVE

Section 30.1

Employees shall notify the Battalion Chief or designee at least 2 hours (120 minutes) prior to scheduled reporting time of his/her intention not to report for duty due to sickness. Employees will be required to report back to duty at their next shift or must report the continued illness within the 2 hours (120 minutes) as described above. The earliest possible notification is encouraged to enable the Battalion Chief or designee to make appropriate coverage arrangements.

Section 30.2

Full-time personnel shall earn sick leave at a rate of 156 hours of sick leave for each full calendar year of employment. Sick leave accumulation is unlimited.

Section 30.3

An employee is eligible for payment of unused sick leave when the employee has completed 6 or more years of creditable service and separates from County employment for reasons other than discharge for misconduct. In case of death, payment for unused sick leave shall be made to the employee's beneficiary, estate, or as otherwise provided by law.

An employee who is eligible for payment of unused sick leave shall be compensated at the employee's current regular hourly base rate of pay for one-fourth (1/4) of all unused sick leave credits, provided that one-fourth (1/4) of the unused sick leave does not exceed 480 hours. In no case shall the County pay or be liable for more than 480 hours of pay.

Section 30.4

The payments made pursuant to Section 30.3 above shall not be considered as salary payments and shall not be used in determining the average final compensation of an employee in any State-administered retirement system.

Section 30.5

An employee may request to voluntarily transfer accrued sick leave to another employee who has exhausted all accrued sick leave, annual leave and compensatory time off balances. Hours are transferred on a one-for-one, first offered, first used basis. Only hours actually used are transferred.

Section 30.6

The County's current Family Medical Leave Policy is incorporated herein and may be amended from time to time if the amendment applies to all County employees.

ARTICLE 31

SPECIAL MEETINGS

Section 31.1

The County and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subject mutually agreed to, but these special meetings shall not be used to negotiate this Agreement.

Section 31.2

Such special meetings shall be held at a mutually agreeable time and place.

ARTICLE 32

MODIFIED DUTY

Section 32.1

Employees that are unable to perform their duties for medical reasons (including pregnancy) are eligible for modified duty if (a) they have been a full-time employee of the Department for at least twelve (12) months and (b) they have submitted a written determination from a duly-licensed physician that the employee is not able to physically perform certain duties (for example, heaving lifting) without endangering themselves.

Such employee may choose a 40-hr/wk status and will perform duties arranged by the Chief of the Department to the extent work is available.

The County will make a reasonable attempt to assure that modified duty personnel will be utilized when work is available (at the employee's current hourly rate), as determined to be appropriate by management.

Upon return to work from forty (40) hour week status, the employee will be placed back to full-time status and fill any open position available for which they are qualified.

Requests for extended leave (more than 6 months) shall be submitted thirty (30) days in advance to the Chief of the Department, and will be approved on a case-by-case basis. Taking 6 months or less off will not be considered a break in service.

Modified duty personnel will be allowed to use available leave time to make up the remainder of their normal salary.

ARTICLE 33

LABOR MANAGEMENT COMMITTEE

Section 33.1

There shall be a labor-management committee consisting of three Union representatives and three Employer representatives. The committee shall meet quarterly or more often, as agreed to by the parties, to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the union and the employer.

Section 33.2

The Labor-Management Committee will be responsible for evaluating the feasibility of a dedicated non-emergency transfer truck and make recommendations regarding policies and procedures for non-emergency and inter-facility transport.

ARTICLE 34

COPIES

Section 34.1

This Agreement and any future agreement shall be supplied at no cost to the employee by the employer within thirty (30) calendar days of ratification by both parties.

ARTICLE 35

EXAMS

Section 35.1

A paramedic apprentice may request the opportunity to take the protocol test prior to the end of the normal apprenticeship period, which may be permitted at the discretion of the Medical Director. Promotion to paramedic shall be at the Medical Director's discretion. An individual who passes the protocol test and completes his 20 shifts and is not released will be given a written explanation, within ten (10) calendar days on what areas of medical care he needs to improve upon for successfully begin released.

ARTICLE 36
RESTRICTIONS

Section 36.1

There will be no restrictions of residency placed upon any member of the bargaining unit.

ARTICLE 37

BENEFITS NOT LISTED

Section 37.1

The County will provide an adequate amount of dishes, silverware, pots and pans for the preparation of meals at the EMS station. The County will also provide a working stove/oven, refrigerator large enough to accommodate the station occupant load, coffee-maker, microwave, and a means to properly clean these items.

Section 37.2

The County will provide a working television and VCR. They will also provide cable or satellite access for each station.

Section 37.3

The County will provide and maintain in reasonably good condition living room and dining room furnishings.

Section 37.4

The County will provide locking lockers in sufficient number at each duty station to accommodate the regularly assigned personnel of each station.

Section 37.5

The County will provide adequate bunks for the purpose of sleeping for regularly assigned staff.

ARTICLE 38

MAINTAINING COMMUNICATIONS/INTERNAL MAIL

Section 38.1

The County will provide one computer with monitor, a modem, and printer to each work station. The County further agrees to provide Internet service to each station if such service is reasonably available and consistent with County operations.

Section 38.2

The Union will be permitted to use the EMS facsimile machines to send meeting notices, notice of change in officers, and ratification notice to stations (each notice not to exceed two pages in length).

ARTICLE 39

SAFETY ISSUES

Section 39.1

The Department will form a safety committee consisting of 2 members of the bargaining unit and 2 members of management. This committee will follow the guidelines established in the County personnel policy for safety committees.

Section 39.2

The County will make every reasonable effort to provide a safe vehicle that meets all state requirements.

ARTICLE 40

DURATION

Section 40.1

This contract will become effective upon ratification by both the Union and the Board of County Commissioners and will remain in effect through September 30, 2016. It will automatically renew for successive one-year periods after September 30, 2016, unless either party gives notice in writing of reopening on or before April 1, 2016, and by April 1 of each successive contract year after September 30, 2016.

Section 40.2

The Wage Article, Article 27, will be open for the 2014-15 and 2015-16 contract years. In addition, each party may open one additional Article for such contract years by giving notice in writing of the desire to reopen an additional Article on or before May 1 of each contract year. The Article to be reopened must be identified in the Notice of Reopener. If one party reopens an Article, the other party is also entitled to reopen one Article by giving notice by May 31.

Section 40.3

No change will be made in Article 27, Wages, regardless of action the County may take with non-represented employees or those Officers represented by the Council of Industrial and Public Employees, until an agreement is reached between the County and the Union or until the statutory impasse procedures are followed.

ARTICLE 41
PROMOTIONAL SYSTEM

Section 41.1

Whenever a position becomes vacant in the ranks of Captain or Lieutenant, an internal job posting of the vacancy will be posted advising all Department personnel. The notice will list the deadline for all interested personnel to submit an application with all appropriate supporting documentation to the Putnam County Human Resources Department.

The job description will be used for posting the position vacancy. The job description will provide the minimum job qualifications. The job description may be changed; however, in the event the job description is changed, the Union must be notified of the change, and the job posting will not occur within 60 days of the job description change.

Section 41.2

The County shall conduct an out-of-class orientation program on an annual basis for personnel willing and trained commensurate to duty to work in an out-of-class status. The County will notify the Union and employees of the intended dates of the annual orientation 30 days prior to the first class dates. At least two classes will be held to allow all personnel the opportunity to attend. The classes are non-mandatory and personnel will not be compensated for attending the classes; however, employees who attend the classes will then qualify to work out-of-class. The classes will be scheduled no less than seven days apart and will occur on different shifts. Employees working in an out-of-class status must attend the orientation program. In the event the out-of-class list is exhausted, the County may offer an additional class but must notify the Union 30 days prior to the class dates.

Section 41.3

A. *Eligibility to apply for Lieutenant or Captain:*

1. Have at least four years of experience as a Florida Certified Paramedic, and at least two current-consecutive years as a full-time Paramedic with the Department.
2. Be certified as a current Florida Firefighter II or equivalent.
3. Any other additional requirements as set forth in County and Departmental Policies.
4. Have a current satisfactory performance evaluation and no written reprimands on file during the last two years of current-consecutive employment.
5. Be certified in Incident Command Functions – I 100, I 200, I 300, I 700, and I 800.

B. During the interview process for the promotion, and to ensure the process is fair and equitable, the interviewer shall consider:

1. Years of service (in total – within Putnam County and outside of Putnam County)
2. Oral Interview
3. Total Fire & EMS experience
4. Total education (both formal and technical)

Section 41.4

A. All interviews for Captain or Lieutenant shall be conducted by an interview panel as follows:


1. Putnam County Battalion Chief and Putnam County Human Resources Director or her/his designee.
 2. A Union representative from the Gator Fire Council of the Florida Professional Firefighters (FPF) will be invited to monitor and observe the process – not personnel from the local union.
- B. A list shall be established for the ranks of Captain and Lieutenant and previous scores shall be valid for a period of one year.
- C. The Chief of the Department will have the final approval authority on all appointments. This decision shall be binding and not subject to the grievance process. Whenever a promotional vacancy exists, the Chief of the Department may promote an individual to fill the vacancy from any of the persons ranked in the top three of the eligibility roster or she/he may reopen the promotional interviewing process.

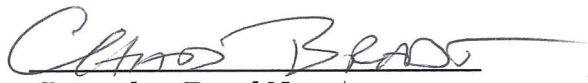
Section 41.5

The Chief of the Department reserves the right to make emergency appointments if two or more officers are incapacitated (unable to perform normal job duties as an Officer). Emergency appointments will not exceed one year from the date of appointment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

INTERNATIONAL ASSOCIATION OF FIRE-
FIGHTERS, LOCAL 3529, AFL-CIO-CLC

By: 
Union President


(Printed or Typed Name)

PUTNAM COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Nancy S Harris
Chairman

NANCY S. HARRIS
(Printed or Typed Name)

Date: 09-24-2013

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS PUTNAM COUNTY, FLORIDA AND IAFF LOCAL 3529, AFL-CIO-CLC NON-OFFICERS COLLECTIVE BARGAINING AGREEMENT (CBA) DATED OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

This MEMORANDUM OF UNDERSTANDING (MOU) is for the specific purpose of amending the language used in ARTICLE 41 - PROMOTIONAL SYSTEM. The parties agree to amend the Agreement by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

Section 41.4 is amended to read as follows:

Section 41.4

A. All interviews for Captain or Lieutenant shall be conducted by an interview panel as follows:

1. ~~Putnam County Battalion Chief~~ The Chief of the Department, the Chief of Emergency Preparedness and Operations, and the Putnam County Human Resources Director or her/his designee.
2. A Union representative from the Gator Fire Council ~~of~~ or the Florida Professional Firefighters (FPF) will be invited to monitor and observe the process – not personnel from the local Union.

B. A list shall be established for the ranks of Captain and Lieutenant and previous scores shall be valid for a period of one year.

C. The Chief of the Department will have the final approval authority on all appointments. This decision shall be binding and not subject to the grievance process. Whenever a promotional vacancy exists, the Chief of the Department may promote an individual to fill the vacancy from any of the persons ranked in the top three of the eligibility roster or she/he may reopen the promotional interviewing process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 3529 AFL-CIO-CLC

BY: 

Union President

Paul McElwey
(Printed or Typed Name)

2-18-16
Date

THE BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA

BY: 

County Administrator

R. G. LEARY
(Printed or Typed Name)

2-18-16
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS PUTNAM COUNTY, FLORIDA AND IAFF LOCAL 3529, AFL-CIO-CLC NON-OFFICERS COLLECTIVE BARGAINING AGREEMENT (CBA) DATED OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

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THE BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA

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County Administrator

R. G. LEARY
(Printed or Typed Name)

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Date