

**COLLECTIVE BARGAINING AGREEMENT**

**between**

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

**and**

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

**(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".
- C.     **Union:** The Labor Organization representing the bargaining unit of Officers as certified by PERC in Certification Number 1158.

## **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 and 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 March 20, 1997, Certificate No. 1158.

#### **Section 2.2**

The Bargaining Unit is comprised of the following employees of the Department, as certified by PERC:

Battalion Chiefs

Captains

Lieutenants

Excluded from the Bargaining Unit are the Chief of the Department, all employees represented by Local 3529 in the non-officer unit, and all other employees of Putnam County.

#### **Section 2.3**

Probationary employees are defined as those with less than six (6) months of service in their present position. New hire probationary employees will receive all economic benefits provided by this Agreement but are not otherwise covered hereunder. New hire probationary employees may join the Union and have union 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. If an employee promoted from the non-office unit to the officer unit fails to successfully complete the probationary period, the employee will be returned to the non-officer unit, provided the reason for return does not constitute just cause for dismissal under Article 13 of this Agreement, and provided the Agreement with the non-office unit allows return.

#### **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 monthly basis in an amount certified to be correct by the Union Secretary-Treasurer and forward them to the Union; 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 upon thirty (30) days' written notice of cancellation to the Employer. The employee is expected to provide a copy of the notice to the Union.

#### **Section 3.3**

The Union shall indemnify and hold harmless the Employer from any and all claims, demands and expenses in connection with 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 15<sup>th</sup> 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 of 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 above those required by the contract 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, mission and budget of 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. It is specifically understood that billing is one of the duties that may be required to be performed by Department personnel.

#### **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 if 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 Department operations, a responsible official of the Union will promptly and publicly disavow such strike, work stoppage, work slowdown or other form of interference with operations and order the employees to return to work and attempt to effect 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 operations as to what measures it has taken to comply with 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, and 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, who shall not be on the same shift.

#### 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 fourteen (14) 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 one (1) employee 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. This bulletin board will be shared with the non-officers bargaining unit.

### **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. This cabinet will be shared with the non-officers bargaining unit.

### **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.

**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 this Agreement. Authority to establish, modify or delete rules, regulations, policy or procedures rests with the County, provided such changes are not arbitrary or capricious.

**Section 8.2**

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 and 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 8.3**

Work rules that apply to daily cleaning shall apply to the cleaning of living quarters of the officers only and shall not apply to the cleaning of rank and file living quarters and other areas.

### **Section 8.4**

Lawn care will be provided by other personnel and not by bargaining unit personnel.

### **Section 8.5**

With respect to normal day-to-day operations, members of the bargaining unit are supervised pursuant to, and shall follow, the chain of command established by the organization chart in effect from time to time. Fire and EMS incidents and other scene operations shall be managed using the NIMS systems.

**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 Battalion Chief or a Captain with or without the presence of his Steward, who 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, 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 or within seven (7) calendar days of the date the grievant became aware or should have become aware of the facts or events. 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 seven (7) calendar days after the grievant and/or the Union representative is notified of the Step 1 decision. 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 seven (7) calendar days after the grievant and/or the Union representative is notified of the Step 2 decision. 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 of the decision 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 Florida/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 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. It is understood that the employee can appeal the Medical Director's decision to the State Medical Director.

## **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 17 or 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 or any other purposes under this Agreement.

#### **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 Battalion Chief may bump a less-senior Captain, a Captain may bump a less-senior Lieutenant and the least senior Lieutenant may bump a less-senior Paramedic, as is permitted by the terms of the Agreement between the County and the non-officers' bargaining unit. That Paramedic will then have bumping rights consistent with the non-officer agreement.

#### **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) fails to return within two duty days from an authorized leave of absence without a valid explanation that is acceptable to the County; (d) is on layoff for more than one year; (e) retires; or (f) fails to report to work or call in for two consecutive shifts; or (g) fails to return to work within fourteen (14) calendar days of notice of recall following layoff. 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.

## **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. Verbal counseling
- 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. A Steward 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, 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.

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

#### **Section 14.2**

As long as the County remains on the current 24-hour on/48-hour off shift schedule, each employee will receive an additional 12 hours of holiday pay for each of the above-recognized holidays. If the work schedule is modified from the current 24/48 schedule, the parties will meet to negotiate a revised holiday schedule.



### **Section 14.3**

The Support Services Specialist, who will normally work a five-day week, will receive the same holidays as any non-represented County employee.

**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 other than the Support Services Specialist 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 by Captains and Lieutenants in excess of 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**

If any lawsuit is filed or if the federal government initiates an administrative investigation which challenges the current practice of time and one-half after 43 hours per week, or if federal law changes so that overtime obligations of public employees for emergency medical services is increased, decreased or modified, the County reserves the right to immediately reopen Articles 14, 15, 16, 21, 24, 27, 29 and 30.

## **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. The Support Services Specialist will receive three (3) work days. 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 may extend the funeral leave for an additional shift. The extra hours shall be deducted from the employee's annual leave time and the advance submission requirements are waived.

## **ARTICLE 17**

### **EDUCATION AND TRAINING**

#### **Section 17.1**

The County will provide the necessary training to obtain CEUs required to maintain State certification while on duty. 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 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 ITLS or PATLS as a condition of employment, such training will be paid for by the County and provided on paid time.

#### **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.
- B. Application. Employees will submit a completed Request For Educational Assistance form to the Chief of the Department for review and approval.
- 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**

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 17.7**

Questions and concerns for the Medical Director may be submitted in writing to the Chief of the Department to be forwarded directly to, and answered by, the Medical Director in writing, 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 17.8**

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 individuals writing the report within (thirty) 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.

## **ARTICLE 18**

### **UNIFORMS**

#### **Section 18.1**

Dress and Duty 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 and be worn as directed by the Chief of the Department. No alternative modes of dress are allowed. The Employer will provide at its expense maintenance of said uniform and clothing. In consideration of the foregoing, employees shall wear or use said uniforms and protective items provided by the County only for official Department business.

#### **Section 18.2**

If the Employer determines any part of the uniform or protective equipment 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 or equipment rendered unserviceable shall be replaced at no cost to the employee as soon as possible.



**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 and vacation 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 approval of the Chief of the Department or the Battalion Chief or Captain, provided there shall always be a minimum of one officer/supervisor per shift. 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 replacement employee will have his/her vacation or compensatory time leave charged at one-and-one-half hours for each hour the employee failed to work a shift exchange. If the replacement employee does not have sufficient vacation or compensatory time, he/she will run a negative vacation leave accrual until sufficient hours have been accrued to repay the hours due. 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, 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.

## **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. An employee promoted to Lieutenant, Captain or Battalion Chief will be on probation for six months. If the employee does not successfully complete probation, the employee will return to the previously held position, provided that the reason for failing to complete probation was not otherwise grounds for termination.

#### **Section 23.3**

Upon the expiration of the initial probationary time period, the 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.

#### **Section 23.4**

During the probationary period, annual leave for new hires 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.

## 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.



## **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, employees that were required to contribute 3% of their salary to the Florida Retirement System received a one-time raise as follows:

- Captains and Lieutenants — 3% over their current hourly rate of pay
- Battalion Chiefs — 3% over their current annual salary

These raises were 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.

#### **Section 27.2**

All eligible employees will participate in the Experience Pay Plan implemented by the Board.

#### **Section 27.3**

Notwithstanding Section 14.2, each employee will receive a total of 12 hours of holiday pay (or 12 hours straight compensatory time) for each holiday specified in Section 14.1, 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 person scheduled to work will receive the additional 12 hours.

Battalion Chiefs will receive compensatory time only as provided above for holidays.

Captains and Lieutenants shall receive compensatory time only as provided above for holidays. In all other cases, Captains and Lieutenants shall be paid in lieu of receiving compensatory time.

Except as provided in this Section 27.3, no employee will receive compensatory time.

#### **Section 27.4**

A Captain working in for a Battalion Chief will be paid an hourly rate equal to the minimum of the range for a Battalion Chief or 5% above such Captain's hourly rate, whichever is greater. A Lieutenant working in for a Captain will be paid an hourly rate equal to the minimum of the range for a Captain or 5% above such Lieutenant's hourly rate, whichever is greater.

#### **Section 27.5**

The County shall participate in the Firefighter Educational Incentive reimbursement program offered by the State of Florida for college degrees, and shall compensate qualified employees monthly, if there is no cost to the County.

#### **Section 27.6**

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 certificate and elects to perform Firefighter duties for the County will be increased by (a) \$1.0302 for salaried employees and (b)

\$.9047 for non-salaried employees. 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.

The parties agree that if there is any change in benefits, premium levels, or payroll contribution requirements, those changes will be applicable to bargaining unit employees to the extent they are applicable to other non-exempt and management employees of the County. In exchange for the commitments in this Section, there will be no duty to bargain over the decision to change or the impact of a change in insurance during the term of this Agreement.

#### **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**

The bargaining unit may appoint a unit employee to the County Insurance Committee as a non-voting member. The employee appointed will be invited to attend all meetings of the Insurance Committee. If a non-exempt employee is appointed, the employee will be paid their regular straight-time/over-time rate, as appropriate, for all time spent attending the meeting.

## **ARTICLE 29**

### **VACATION**

#### **Section 29.1**

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

<b>Years of Service</b>	<b>Hours Earned Per Year</b>
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 vacation 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 appropriate documentation to the Chief of the Department or designee for compensatory or annual leave no later than 68 hours prior to the requested time off. The Chief of the Department or designee shall approve or deny the leave request within 24 hours of the request being submitted, if the vacation request is for the next regularly scheduled shift. It is the responsibility of the employee to follow up to determine if vacation has been granted or denied. The request shall not be unreasonably denied.

## **ARTICLE 30**

### **SICK LEAVE**

#### **Section 30.1**

Employees shall notify the Chief of the Department or his/her designee at least two (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 two (2) hours (120 minutes) as described above. The earliest possible notification is encouraged to enable the Chief of the Department or his/her 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 accrued unused sick leave credits 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 credits 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 credits does not exceed 480 hours. In no case shall the County pay or be liable for more than 480 hours' 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 who is not covered by the Sick Leave Bank 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

### SICK LEAVE BANK

#### Section 31.1

A Sick Leave Bank will be established for use by bargaining unit personnel, subject to the following:

- (a) Participation in the Sick Leave Bank is voluntary.
- (b) To be eligible to participate, an employee must have 240 hours of sick leave accrued at the time of the initial donation of hours to the Bank. To participate, the eligible employee must make the required donation of hours upon either: (1) the establishment of the Sick Leave Bank; or (2) the first of the month following the date the employee's accrual exceeds 240 hours. To maintain membership in the Sick Leave Bank, the employee must donate time upon each subsequent request. The initial and all subsequent donations will be in minimum 24-hour increments with all participants donating the same amount. Donation and use are without regard to rank or pay rate.
- (c) Only those bargaining unit employees who donate the required hours to the Sick Leave Bank will be eligible to draw hours out of the Bank.
- (d) To be eligible to draw upon the Sick Leave Bank, the employee must exhaust all of his/her sick leave, annual leave and compensatory leave accruals; be on an extended leave of two (2) calendar weeks or more due to illness or injury; and have a reasonable expectation of returning to work. The Administration Committee per Section 31.2 may require medical certification from a doctor prior

to allowing sick leave withdrawals. The Sick Leave Bank cannot be used for the birth of a child, except when medically necessary for the mother.

- (e) The recipient will not accrue any additional vacation or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. Holiday pay will not be paid to an employee using donated sick leave or vacation leave. Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act leave will start as set forth in County Policy. Healthcare coverage provided by the County will not be extended beyond the requirements of the Family Medical Leave Act Policy as a result of donated time from the Sick Leave Bank.

### **Section 31.2**

An Administration Committee will be established by the Union, which shall have the sole responsibility for administration of the Sick Leave Bank. The Chief of the Department will be a non-voting member of the Committee. In administering the Sick Leave Bank, the Union and the Administration Committee will comply with Section 5.1 of this Agreement.

### **Section 31.3**

The County assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

#### **Section 31.4**

Once donated, hours cannot be reinstated to an employee's sick leave accrual at retirement or at any other time, except upon dissolution of the Bank, and can only be used for the purposes set forth in this Article.

#### **Section 31.5**

If an employee is aggrieved by any action of the Administration Committee, the employee may file a grievance against the Union and/or the Committee and proceed to arbitration under Articles 10 and 11 of this Agreement. The County will not be named as a party to any such grievance; provided, the County reserves the right to intervene by giving written notice to the grievant and the Union and/or Administration Committee of intervention. The County reserves the right to grieve any action of the Union or Administration Committee which it maintains violates this Article by filing a grievance with the Chairman of the Administration Committee or any Steward designated under Section 7.2. If the grievance is not resolved, the County may arbitrate under Article 11.

## **ARTICLE 32**

### **SPECIAL MEETINGS**

#### **Section 32.1**

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 32.2**

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

#### **Section 32.3**

Any changes in policy arising out of the meeting must be acceptable to the Chief of the Department.

## **ARTICLE 33**

### **DURATION**

#### **Section 33.1**

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 33.2**

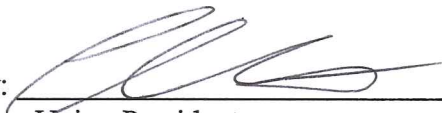
The Wage Article, Article 27, will be open for the 2014-15 and 2015-16 contract years. In addition, each party may open one additional Article for such contract years by giving notice in writing of the desire to reopen an additional Article on or before May 1 of each contract year. The Article to be 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 33.3**

No change will be made in Article 27, Wages, regardless of action the County may take with non-represented employees or those non-officer employees represented by the International Association of Firefighters, Local 3529, AFL-CIO-CLC, until an agreement is reached between the County and the Union or until the statutory impasse procedures are followed.

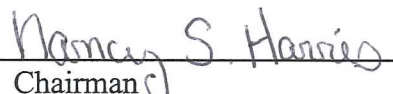
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

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

By:   
Union President

CHAD BRADT  
(Printed or Typed Name)

PUTNAM COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:   
Chairman

NANCY S. HARRIS  
(Printed or Typed Name)

Date: 09-24-2013