



LOCAL 2546



**Agreement**

**between**

**Charlotte County, Florida  
Board of County Commissioners**

**and**

**Suncoast Professional  
Firefighters and Paramedics  
Local 2546  
of the  
International Association of Firefighters  
AFL-CIO**

**Collective Bargaining Agreement  
for the period of  
October 1, 2015 - September 30, 2018**

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**[End]**

## **AGREEMENT**

**between**  
**Charlotte County, Florida**  
**Board of County Commissioners**  
**and**  
**Suncoast Professional Firefighters and Paramedics**  
**Local 2546**  
**International Association of Firefighters, AFL-CIO**  
**October 1, 2015 through September 30, 2018**

### **Witnesseth**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

### **Article 1** **Agreement**

#### **1.1 – Agreement**

This Agreement is made and entered into by the Suncoast Professional Firefighters and Paramedics, Local 2546 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as Union, and the Charlotte County (Florida) Board of County Commissioners, hereinafter referred to as County, pursuant to Chapter 447 of the Florida Statutes.

#### **1.2 – Applicability**

This Agreement shall apply to every County employee who is included in the bargaining unit that Union is certified to represent under Florida Public Employees Relations Commission (hereinafter referred to as Florida PERC) Certification #740, as amended.

#### **1.3 – Purpose**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between and among County, its employees (both individually and collectively) and Union, and to set forth herein the entire agreement between Union and County as to wages, hours, and terms and conditions of employment.

#### **1.4 – Definitions**

Whenever used in this Agreement, the following words or terms shall mean:

(a) CALENDAR DAY(S): Are meant to count the number of days in which something shall be done, and shall refer to Monday through Sunday, seven (7) days a week, each day of every year.

(b) EMPLOYEE(S): Every person who works for County and is included in the bargaining unit that Union is certified to represent under Florida PERC Certification #740, as amended.

(c) FISCAL YEAR: Refers to the period October 1st through September 30th, inclusive.

(d) HOLIDAY(S): Refers to one or all of the days observed pursuant to Article 20.1 of this Agreement.

(e) MANAGEMENT: Refers both singly and collectively to County's non-bargaining unit supervisors and managers.

(f) MEMBERS(S): Employees who establish or maintain an affiliation with Union according to Union's customs and by-laws.

(g) WORK WEEK: Another term for County's pay week, which is the beginning of a shift on Wednesday through the end of a shift that begins on the following Tuesday.

(h) WORK DAY: A fixed period of time from 12:00 AM on one day until 12:00 AM on the following day.

(i) WORKING DAY(S): The number of days in which something shall be done, and shall refer to the days Monday through Friday from 8:00 AM until 5:00 PM each day, excluding holidays.

(j) SHIFT/DUTY DAY(S): A defined continuous work period of 24 hours for personnel assigned to a 24-hour on / 48-hour off work schedule.

(k) PAST PRACTICE: A past practice is a practice which does not conflict with any existing written rule, regulation or directive of County. A past practice must also meet all three (3) of the following criteria which have been established by the Florida PERC: (a) the practice must be unequivocal; (b) the practice must have existed substantially unchanged for a significant period of time; and (c) the practice must be one which employees could reasonably expect to continue unchanged.

### **1.5 - Computing Time**

In computing any period of time prescribed or allowed by this Agreement for taking some action, the following rules shall apply:

(a) The day of the act, event or occurrence from which the designated period of time begins shall not be included or counted; and

(b) The last day of the designated period of time shall be included or counted, unless it is a Saturday, a Sunday or a Holiday, in which case the period runs until the end of the next day which is not one of these aforementioned days.

### **1.6 - Denotation of Gender**

Use of the masculine pronoun "he" and/or associated tenses denote both male and female genders.

## **Article 2** **Recognition**

### **2.1 - Recognition by County**

County hereby recognizes Union as the exclusive representative of employees in the bargaining unit for the purpose of collective bargaining with County regarding wages, hours, and other terms and conditions of employment.

### **2.2 - Definition of Bargaining Unit**

The bargaining unit for which recognition is afforded shall include all full-time employees occupying any positions in the classifications listed in Florida PERC. – Certification #740, as amended. These classifications shall include: Firefighter, Emergency Medical Technician (EMT), Paramedic, Firefighter/EMT, Firemedic, Lieutenant, Captain-Field Training and Battalion Chief. All other persons employed by County are excluded from this bargaining unit.

### **2.3 – Recognition by Union**

Union recognizes County's chief executive officer (i.e., the County Administrator) or designee as County's sole representative for the purpose of collective bargaining.

**Article 3**  
**Management Rights**

**3.1 - Specific Rights**

Union and employees recognize County's prerogative to operate and manage its affairs in all respects in accordance with its responsibilities. Powers or authority not officially abridged, delegated or modified by this Agreement are retained by County.

Management's rights include, but are not limited to, the following: (a) to determine the organization of County Government; (b) to determine the purpose of each of its constituent agencies; (c) to exercise control and discretion over the organization and efficiency of County operations; (d) to set standards for services to be offered to the public; (e) to manage and direct the employees of County; (f) to hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with County; (g) to suspend, demote, discharge, or take other disciplinary actions against employees for just cause; (h) to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons; (i) to determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work; (j) to determine the number of employees to be employed by County; (k) to determine the content of job classifications; (l) to establish, change or modify the numbers and types of positions or employees assigned to an organizational unit, department or project; (m) to issue and to change policies, rules and procedures that do not violate this Agreement (fully recognizing Union's right to collectively bargain over the impact of any such policies, rules and procedures); and (n) to establish and require employees to observe all of its rules, regulations and procedures.

**3.2 - Grievances Not Prohibited**

The exercise of County's management rights shall not preclude Union or individual employees from raising grievances if the exercise of such management rights has the practicable consequence of violating the terms and conditions of this Agreement.

**3.3 - Board of County Commissioners**

County's Board of County Commissioners has the sole authority to determine its purpose, mission and the budget to be adopted.

**3.4 - Emergencies**

If 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 during the time of the civil emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 4**  
**Prohibition of Strikes**

**4.1 - Definition of Strike**

“Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment; the participation in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation, including but not limited to, the establishment of strike funds, with regard to the above-listed activities, or as may be otherwise defined by the Florida Statutes.

**4.2 - Prohibition of Strikes**

Employees and Union and its officers, agents and representatives agree that Chapter 447 of the Florida Statutes prohibits them individually and collectively from participating, instigating or supporting a strike against County.

**Article 5**  
**Non-Discrimination**

**5.1 - Non-Discrimination**

Union and County shall apply the provisions of this Agreement equally to all employees without discrimination because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation or membership or non-membership in Union in accordance with applicable federal and state law.

**5.2 - Non-Discrimination by Union**

Union shall comply with all federal and state laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

**5.3 - Non-Discrimination by County**

County shall comply with all federal and state laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any employee covered by this Agreement because of membership in Union or legitimate, lawful activity on behalf of Union members.

**Article 6**  
**Rights of Employees**

**6.1 - Union Activity**

Employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating in, Union. The freedom of employees to assist Union shall be recognized as extending to participation in the management of Union and acting for Union in the capacity of a Union representative.

**6.2 - Union Membership**

Nothing in this Agreement shall require an employee to become or to remain a member of Union or to pay any monies to Union.

**6.3 - Union Representation**

An employee shall have the right to Union representation if the employee so desires.

**6.4 - Fair and Equitable Treatment**

Employees shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures and directives of the Fire/EMS Department, and County's Policies and Procedures.

**6.5 - Secondary Employment**

Full-time employment with County is considered the primary employment of all bargaining unit members. Employees who wish to engage in any secondary employment shall notify the Chief or designee on the prescribed form no later than three (3) working days after the start any such employment.

Consent shall not be unreasonably withheld. Factors which the Chief or designee may consider in determining whether to consent to such secondary employment may include, but are not limited to, whether there is a conflict of interest. If a conflict of interest is discovered, the Chief or designee may reevaluate, and subsequently revoke, the written consent to outside employment. An employee's failure or refusal to cease secondary employment after such revocation may result in disciplinary action.

In the case of an emergency, as declared by the County, employees shall report for duty as assigned by the Chief or designee, regardless of secondary employment. Employees who disregard any such directive may be subject to disciplinary action.

### **6.6 - Applicability of County's Policies and Procedures**

Employees are subject to County's Policies and Procedures. If any conflicts occur between this Agreement and County's Policies and Procedures, this Agreement shall take precedence.

### **6.7 - Formal Disciplinary Investigation**

County will follow the procedures contained in Sections 112.80 through 112.84 of the Florida Statutes when conducting formal disciplinary investigations

### **6.8 - Prevailing Rights**

Employees shall obey and shall enjoy the protection of all County rules, regulations, the prevailing bargaining agreement and past practices.

**Article 7**  
**Union Representation**

**7.1 - Right to Appoint Union Representatives**

Union shall furnish written notice to the Chief and to County's Human Resources Director of designated Union representatives within 72 hours of the assumption of the duties of office. This notice shall be distributed to each station, and any dealings with Union shall be confined to individuals shown on the notice. Union shall have the exclusive right to assign, appoint or elect Union Representatives.

Employees who are Union Representatives shall be defined as the elected Officers of the Union and other duly elected or appointed positions as authorized by the Constitution and By-Laws of the Local, and by Chapter 447, F.S.

The District Vice-President and other duly elected or appointed Representatives who are covered by the terms of this Agreement shall consult and be consulted with, initially, in routine matters of mutual concern. Nothing in this section, though, shall preclude elected Officers and Business Agents of Suncoast Professional Firefighters and Paramedics – Local 2546 of the I.A.F.F. from consulting with employees as allowed by Article 7.3 of this Agreement. Union and County agree that, from time to time, non-employee Union Representatives may present views to the County.

**7.2 – Union Emblem**

The County agrees to allow a reasonably-sized insignia of the International Association of Fire Fighters to be worn on uniforms and helmets. The Union may affix Union decals to new and replacement apparatus as authorized by the Chief or designee.

**7.3 – Communication**

Employees who are Union representatives and employees shall have the right to communicate during regular working hours, provided this shall in no way interrupt, delay or otherwise interfere with the effective and proper service of the Fire/EMS Department.

**7.4 - Union Activity**

- a) Union representatives conducting Union business as set forth in Article 8 of this Agreement shall do so and be compensated as set forth therein.
- b) During formal investigations, as defined by 112.81 F.S., one (1) on duty Union Representative shall be allowed to be present at the employee's request, provided normal operations and functions are not adversely affected or interrupted.

- c) Union representatives who participate in all other forms of Union activity requiring leave shall follow the procedures set forth in Article 7.11 of this Agreement.

### **7.5 - Investigation of Grievances**

Investigation of grievances shall be conducted as outlined in Article 8 of this Agreement.

### **7.6 - County Obligation**

County shall only be obligated to deal with the District Vice-President and/or one (1) Union Representative regarding an individual grievance at the same time. County shall be obligated to deal with any duly-authorized Union representatives in the instance where the Union is representing multiple employees with adverse interests within a single grievance process.

### **7.7 - Presentation of Views by Union**

Union, as representative of the employees covered by this Agreement, shall have the right to present its views either orally or in writing to Management on matters of concern.

### **7.8 - Individual Negotiations**

Management will not negotiate individually with employees concerning matters that are controlled by this Agreement. Informal discussions between an employee and Management, which are of a personal nature or concern problems personal to the employee, are not prohibited by this Section.

### **7.9 – Solicitation**

Solicitation of any kind by Union, including but not limited to, solicitation of grievances, membership and the collection of Union monies, shall not be conducted during working hours.

### **7.10 - Bargaining Teams**

Administrative Leave with pay will be granted to a maximum of two (2) on-duty employees to engage in collective bargaining meetings mutually agreed to by Union and County.

Union will furnish a written list of Union's bargaining team to County's Human Resources Director prior to the first bargaining meeting. County will furnish a written list of County's bargaining team to Union prior to the first bargaining meeting.

### **7.11 - Union Time Pool**

The County and Union agree to establish a Union Time Pool for the purpose of conducting Union business.

Effective the first pay period of each Fiscal Year, one (1) hour of Annual Leave shall be deducted from the Annual Leave balance of each dues paying Bargaining Unit member and added to the Time Pool balance, hour for hour. This deduction shall not be made from the Annual Leave balance of dues paying Bargaining Unit members during their initial Probationary period when the deduction is scheduled to be made.

Dues paying Bargaining Unit members who have a balance less than one hour of Annual Leave at the time of the deduction do not have to make a contribution to the Time Pool according to the schedule listed above, however the member shall have the deduction made the first pay period thereafter that the member has an Annual Leave balance of one hour or greater.

Hours not used at the end of each fiscal year shall be carried over from year to year.

Determination of a request as being "Union Business" shall be at the sole discretion of the District Vice President or designee.

Any request to utilize the Union Time Pool must be initiated in writing through the chain of command, in the prescribed manner. Time off from duty under this provision must be approved by the Chief or designee and must be requested in amounts no less than 4 hours. Requests to utilize Union Time Pool will not be unreasonably denied, provided Union's request does not interfere with Fire/EMS Department operations.

Absences utilizing Union Time Pool shall count against the number of employees allowed off under the provisions of Article 18.5, except for collective bargaining, or unless otherwise approved by the Chief or designee.

If the Union Time Pool should become depleted, employees may donate up to three (3) hours each Fiscal Year from accrued, but unused, Annual Leave to the Union Time Pool.

Union and employees agree to hold County harmless and defend County against any and all claims by any and all employees under this Section.

**Article 8**  
**Grievance Procedure**

**8.1 - General Rules**

- a) A grievance is defined as a dispute over the application, interpretation or a violation of the specific terms and conditions of this Agreement.
- b) A grievance covered by this Article may be filed under the Formal Grievance Procedure of this Article or under the dispute resolution procedure contained in County's Policies and Procedures, but not both. Upon the filing of a grievance under one procedure, the grievant shall be deemed to have automatically and conclusively waived the right to file or proceed under the other procedure.
- c) Disputes other than grievances as defined in this Section shall be resolved in accordance with County's Policies and Procedures.
- d) In the event an employee or Union files a claim with any court or administrative agency covering the subject matter of a grievance, County may, as its sole option, dismiss the grievance and take no further action under either the Formal Grievance Procedure of this Article or the dispute resolution procedure contained in County's Policies and Procedures.
- e) Employees shall, at their option, have the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this provision shall be construed to prevent any employee from presenting their own grievance and having such grievance adjusted without the intervention of Union, provided the adjustment and the procedure used are in accordance with Chapter 447 of the Florida Statutes. A copy of any final resolution to a grievance processed without Union involvement shall be provided to Union within five (5) working days of such final resolution.

Subject to applicable law, employees who choose to pursue their own grievance without Union involvement will be responsible for any costs incurred for which Union would otherwise be responsible.

- f) Union may file a class action grievance when the grievance involves identical facts applicable to more than one (1) employee. Any relief granted as a result of such grievance resolution shall not be deemed to establish past practices, custom, precedent or usage as to any other circumstances or occurrences. A class action grievance shall be initially submitted at Step 2.
- g) Grievances regarding actions or decisions made by the Chief, Deputy Chief, or Human Resources shall initially be submitted at Step 2.

- h) In the event an employee is suspended without pay, demoted or discharged, a pre-determination conference shall be given. However, the employee may waive their right to such a pre-determination conference in writing on the prescribed form.

Grievances regarding suspension without pay, demotion or discharge shall be initially submitted at Step 2 or 3, as mutually agreed upon by Union and County, provided there has been a pre-determination conference or a waiver thereof.

- i) Grievances not submitted within the time limits prescribed for each step shall be considered untimely, and deemed null and void. A grievance not appealed to the next step within the time limits established by this Grievance Procedure shall be considered settled on the basis of the last answer provided by Management. A grievance not answered by Management within the time limits prescribed for each step shall entitle the employee to advance the grievance to the next step.
- j) The requirements in Steps 1 through 3 for written grievances and answers shall not preclude the aggrieved employee, Union, and/or Management representatives from orally discussing and resolving the grievance. Oral discussions through Step 3 shall not cause the aggrieved employee or Union representative any loss of pay even though those discussions will normally be held during regular working hours.
- k) When a grievance meeting is held during the scheduled working hours of the grievant and/or Union representative, the grievant and/or Union representative involved shall lose no pay.
- l) One (1) Union representative shall be allowed reasonable time off with pay during their regular shift hours for investigating, presenting, and appealing grievances beginning at Step 3, provided normal operations and functions are not adversely affected or interrupted.
- m) Union shall exercise due care to prevent the use of excessive time for activities authorized by this Article. Union and County agree that maintenance of superior Fire/EMS service and adherence to schedules are compelling commitments which may, at times, create delays and necessitate postponements.
- n) The time limits prescribed in this Article may be extended by mutual agreement of Union and the appropriate County Management representative.
- o) Any Union representative who wishes to interview employees or view the working area for the purpose of investigating a grievance shall first obtain permission from the ranking officer at the location of the employee to be interviewed or the working area to be viewed. Permission will not be unreasonably denied, provided Union's request does not interfere with Fire/EMS Department operations. If permission is denied, Union will be allowed to complete the interview and/or viewing at another mutually convenient time.
- p) Employees shall follow all written and verbal directives, even if those directives are alleged to be in conflict with the provisions of this Agreement. Compliance with such directives will not prejudice the employee's right to file a grievance within the prescribed time limits, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees

may refuse to follow directives pending the outcome of a grievance unless health or welfare is being endangered.

## **8.2 - Formal Grievance Procedure**

The formal grievance procedure provided by this Agreement shall be as follows:

### **Step 1:**

If a grievance is not resolved informally, an aggrieved employee may, with or without Union representation, initiate a grievance by submitting it in writing in the prescribed format to their designated supervisor (Battalion Chief or Deputy Chief, as appropriate) within twenty (20) calendar days after the occurrence that gives rise to the grievance or within twenty (20) calendar days of when such occurrence should have reasonably been known.

The written grievance must at all steps of the grievance procedure include the following: (a) a statement detailing what the alleged violation is about, including the date of the occurrence, the person(s) involved, and the general facts describing what happened; (b) the Article(s) and Section(s) of this Agreement that have allegedly been violated; (c) the action, remedy or solution requested by the employee; (d) the date the grievance is being submitted; (e) the signature of the employee and, if applicable, the Union representative; and (f) employee's reason for rejecting Management's formal response (if the grievance is being taken to the next Step).

Written grievances which do not include the above information will be returned to the aggrieved employee for correction and resubmission one (1) time only. The employee shall make all necessary revisions and re-file the grievance within five (5) working days after they receive it back from County. Failure to do so shall render the grievance null and void, and bar any further appeals.

Within five (5) working days after receiving the original written grievance or the resubmitted grievance, whichever is applicable, the designated supervisor shall meet with the aggrieved employee and/or the Union representative to seek a resolution of the grievance. The designated supervisor shall give their written decision or answer to the employee and/or Union representative no later than five (5) working days after that meeting.

### **Step 2:**

If the grievance is not resolved at Step 1, the aggrieved employee or Union may submit a written appeal to the Chief or designee within five (5) working days after receiving the decision or answer at Step 1. Grievances initially submitted at Step 2, as defined above, shall be submitted in writing, in the prescribed format, within ten (10) working days after the occurrence that gives rise to the grievance or within ten (10) working days of when such occurrence shall have been reasonably known.

Within five (5) working days after receiving the written appeal, the Chief or designee shall meet with the aggrieved employee and/or the Union representative to seek a resolution of the grievance. The Chief or designee shall give their written decision or answer to the employee and/or Union representative no later than five (5) working days after that meeting.

### **Step 3:**

If the grievance is not resolved at Step 2, the aggrieved employee or Union may submit a written appeal to County's Human Resources Director within five (5) working days after receiving the Chief's or designee's decision or answer at Step 2.

Within five (5) working days after receiving the written appeal, the Human Resources Director or designee shall meet with the aggrieved employee, Management and Union Officials to seek a resolution of the grievance. The Human Resources Director or designee shall give their written decision or answer to the employee and/or Union Officials no later than five (5) working days after that meeting.

### **Mediation:**

If the grievance is not resolved at Step 3, the aggrieved employee, Union and County may jointly request mediation by serving written notice on the Federal Mediation and Conciliation Service (FMCS) no later than 15 calendar days after the Human Resources Director's decision or answer at Step 3.

If mediation is agreed to, the time limits to file for arbitration shall be extended for the time necessary to conclude mediation.

Mediation shall be completed within 45 calendar days of the date the mediator was advised of their selection, unless otherwise extended by written agreement of Union and County.

If the grievance is resolved as a result of mediation, the resolution shall be reduced to writing and signed by Union and County. If the grievance is not resolved as a result of mediation, the aggrieved employee or Union may request arbitration within the applicable time limits.

### **Arbitration:**

If the grievance is not resolved at Step 3 or through mediation, the aggrieved employee or Union may request arbitration by serving written notice on County's Human Resources Director. If mediation was held and a mutual agreement not reached, the aggrieved employee or Union may request arbitration within five (5) working days following the date of the mediation. If mediation is not requested, or agreed to, such notice shall be served no later than 15 calendar days after receiving the Human Resources Director's decision or answer at Step 3.

All petitions for arbitration shall be accompanied by a written statement of the specific provisions of this Agreement which are at issue and shall include all information required in written grievances. If the grievance is not appealed to arbitration within the prescribed time, the Step 3 decision or answer shall be final, conclusive and binding on the aggrieved employee, Union and County.

Within five (5) working days after receipt of the appeal to arbitration, the aggrieved employee, Union (if involved), and County shall meet in an attempt to define the disputed issue or issues and to select an arbitrator.

If the parties are unable to mutually agree on the selection of an arbitrator within the prescribed five (5) day period, they will jointly select an arbitrator from a panel certified by the Federal Mediation and Conciliation Service (FMCS).

The FMCS is to assist in the selection of an arbitrator by furnishing a panel of seven (7) impartial arbitrators particularly skilled in matters involving local government employee relations.

Union and County shall each have the right to strike three (3) names from the panel. Within five (5) working days after receiving the names, the parties shall meet and alternately cross out names. A coin toss shall determine whether Union or County will cross out first. The person remaining on the list will be the arbitrator and will be notified of their selection within five (5) working days by a joint letter from Union and County.

All phases and aspects of the arbitration, including procedure and enforcement, shall be conducted under and governed exclusively by the rules of the FMCS.

The arbitrator shall have no power or authority to modify, amend, change, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, any part thereof, or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the parties and has no authority to consider or rule upon any matter which is not subject to arbitration under this Agreement, is not a grievance as defined herein, or is not specifically covered by the Agreement. The arbitrator may not issue declaratory or advisory opinions and shall rule only on actual and existing questions presented to them by the parties. Moreover, the arbitrator must base their decision or award on applicable law and judicial precedence and has no power or authority to make a legally erroneous decision or award.

Except as otherwise provided by law, the decision or award of the arbitrator shall be final, conclusive and binding on the aggrieved employee, Union, and County.

The arbitrator shall submit their decision or award in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. However, the parties may mutually agree in writing to extend this time limitation.

If the grievance appealed to arbitration is a continuing one or involves some claim for money against County, any award made by the arbitrator which allows accruals shall limit those accruals to no more than one (1) pay period prior to the date the grievance was submitted in writing at Step 1. Accounting errors shall not deprive an aggrieved employee of compensation which is justly earned.

Any corrective action necessary to comply with an arbitrator's decision or award shall be implemented no later than 15 calendar days after the decision or award is received.

The compensation and expenses of the arbitrator shall be paid equally by Union and County. Each party shall be responsible for the expenses of any witnesses the party calls to testify at the arbitration hearing, as well as the cost of any transcript the party orders.

Attendance at arbitration and the compensation of witnesses and/or participants shall be the responsibility of the party requesting attendance. Arbitration shall be in Charlotte County, Florida, on a date and at a time and location mutually agreeable to the parties to the arbitration.

**Article 9**  
**Check-Off**

**9.1 - Bi-Weekly Deduction**

- a) Subject to applicable law, County shall deduct dues in the amount set forth in Union's by-laws. 1/26th of the annual Union dues shall be deducted from each bi-weekly paycheck of employees who have the prescribed payroll deduction authorization on file with County. Such authorization shall be revocable at the employee's will upon 30 calendar days written notice to County and Union.
  
- b) For Employees who have completed a prescribed payroll deduction authorization on file with the County, the County agrees to deduct from each bi-weekly paycheck the amount selected by employees who elect to contribute to the Charlotte County Firefighters' and Paramedics' Benevolent Association. The County shall remit such sums collected during the previous month to the Charlotte County Firefighters' and Paramedics' Benevolent Association at its business office.

**9.2 - Fee for Payroll Deduction**

Union shall pay County an annual fee of \$200.00 for providing the payroll deductions provided in Section 1 of this Article.

**9.3 - Changes in Dues**

Union shall notify County's Human Resources Director in writing of any changes in dues no less than 30 calendar days prior to the anticipated effective date for such changes. Notice delivered on or before the twentieth (20th) day of any month shall become effective with the first paycheck of the succeeding month.

**9.4 - Transmission of Dues to Union**

On or before the tenth (10th) day of the month following deduction, County shall remit sums collected during the previous month to Union at its business office, and provide Union with a list of the names and Employee ID numbers of all employees from whom sums have been collected during the previous month.

**9.5 - Limitation on Payroll Deductions**

County shall not be required to deduct or collect any sum which represents fines, penalties or special assessments levied by Union, other than as authorized by Chapter 447, F.S.

**9.6 – Indemnity**

Union and employees shall indemnify, defend and hold County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the payroll deduction of Union dues.

**Article 10**  
**Bulletin Boards**

**10.1 - County Bulletin Boards**

County agrees to provide space for one (1) bulletin board in each station, the location of which shall be determined by the Chief or designee in consultation with Union.

**10.2 - Union Bulletin Boards**

Union, at its own expense, may install one (1) bulletin board not to exceed approximately 18" x 24" in each station in the location determined pursuant to Section 1 of this Article

**10.3 - Bulletin Board Postings**

Bulletin board space may be used for posting Union notices, but shall be restricted to:

- a) notices of Union recreational and social affairs;
- b) notices of Union elections and results of elections;
- c) notices of Union appointments and other official business;
- d) notices of Union meetings;
- e) minutes of Union meetings; and
- f) all other Union business.

**10.4 - Removal of Postings**

Materials other than those listed in Section 3 of this Article may be removed by Management, unless previously on-file with County's Human Resources Department.

**Article 11**  
**Hours of Work and Overtime**

**11.1 - Schedule of Hours**

The current work schedule of 24 hours on-duty/48 hours off-duty and, where applicable, the current work schedule of 40 hours shall be continued. However, for operational reasons, County may change such work schedules, in which event, Union will be notified at least 10 calendar days in advance and shall have the right to proceed through the statutory impasse procedure as to the impact of any such change.

**11.2 - Work Hours**

Work hours include all time an employee is required to be on duty or on County's premises or at a prescribed work place, and all time during which the employee is suffered or permitted to work. No other time shall be considered as time worked for the purpose of determining overtime pay unless otherwise required by law. However, for employees on the 24 hours on-duty/48 hours off-duty work schedule, the use of any paid leave or a Personal Holiday shall be considered as time worked for the purposes of determining overtime pay.

**11.3 - Schedule Changes**

If the 24 hours on-duty/48 hours off-duty or 40-hour work schedules are changed, employees will not suffer any loss of annual earnings unless the change is as a result of collective bargaining.

**11.4 - Overtime Pay**

Employees (except for those in the classification of Captain – Field Training and Battalion Chief) on a 24 hours on-duty/48 hours off-duty work schedule who actually work in excess of 106 hours in a 14-day work period shall receive overtime pay at one and one-half (1-1/2) times their hourly rate of pay for each hour, or portion thereof, in excess of 106 hours.

Employees (except for those in the classification of Captain – Field Training and Battalion Chief) on a 40-hour work schedule who actually work in excess of 40 hours in a seven (7) day work period shall receive overtime pay at one and one-half (1-1/2) times their hourly rate for each hour, or portion thereof, in excess of 40 hours.

**11.5 - Overtime Work**

Employees shall be required to work overtime when assigned. However, no employee shall work more than 48 hours in a 60-hour period, except in the event of emergency as determined by the Chief or designee.

### **11.6 - Classroom Time**

The Fire/EMS Department will attempt to schedule instructional (classroom) training between the hours of 8:00 a.m. and 5:00 p.m.

### **11.7 - Conversion to 40-Hour Overtime Threshold**

- a) Pursuant to this Section, each employee shall be assigned a new hourly rate of pay by multiplying their rate of pay by a conversion factor of .9114584 and then rounding to the full cent.
- b) Overtime pay will then be paid on this new hourly rate as adjusted in compliance with the provisions of the Fair Labor Standards Act (FLSA).
- c) Any employee who has compensable hours in excess of 40 hours in a work week shall receive overtime pay at one and one-half (1-1/2) times their new hourly rate for each hour, or portion thereof, in excess of 40 hours in that work week, except as provided in Paragraph (d) of this Section.
- d) Notwithstanding anything to the contrary in Paragraph (c) of this Section, an employee who actually works hours for which they were not regularly-scheduled in a work week shall receive overtime pay at 1.645715 times their new hourly rate for each hour, or portion thereof, of any such unscheduled work.
- e) Union and County hereby acknowledge that the provisions contained in this Section were collectively bargained and agreed to based on the belief that this conversion to a 40-hour overtime threshold would result in no material loss or enrichment to employees or to County.

Accordingly, in the event either Union or County allege that a material loss or enrichment has resulted, Union and County agree to reopen this Section of the Agreement for the purpose of collective bargaining solely regarding the procedures under which the conversion to a 40-hour overtime threshold is to be implemented.

Any re-opener required by this Paragraph shall then be resolved pursuant to the procedures provided in Chapter 447 of the Florida Statutes.

### **11.8 - Compensatory Time**

Compensatory time may be authorized by the Chief or designee in lieu of the payment of overtime.

Compensatory time shall be given at the rate the employee would normally be compensated for working those hours. Time has to be posted by Payroll and available before it can be used.

The use of compensatory time shall be mutually agreed to by an employee and Management. However, permission to use compensatory leave shall not be unreasonably denied.

Compensatory time must be used on or before the earlier of: (a) 60 calendar days after it was earned; or (b) the effective date of any change in the employee's straight-time hourly rate from what it was when the compensatory time was earned. If not used by either of these deadlines, the compensatory time shall then be paid out in the check for the next, full bi-weekly payroll period, or prior to any pay increase, or prior to the end of the fiscal year.

The maximum accrual of compensatory time shall be governed by applicable law.

**Article 12**  
**Seniority, Layoff and Recall**

**12.1 - Initial/ Probationary Period**

All newly-hired employees shall be placed on probation for their first twelve (12) months of actual work.

Employees on probationary status shall be eligible for membership in Union, and shall be subject to the terms of this Agreement, unless specifically exempted.

County may, at its sole discretion, terminate any employee during their initial probationary period and shall give written notice of termination. Employees on an initial probationary period are ineligible to file appeals or grievances.

**12.2 - Promotional Probationary Period**

Any employee promoted to a new classification shall serve a three (3) month probationary period.

However, the probationary period may be extended to six (6) months at the discretion of the Chief. Management shall inform the probationary employee of the reason (s) for any extension.

During the probationary period the Chief shall have the right to retain the employee in the classification to which they were promoted or to return the employee to the classification from which they were promoted.

During the probationary period the employee may choose to return to the classification from which they were promoted.

**12.3 - County Seniority**

County Seniority is understood to mean an employee's most recent date of employment or reemployment by County.

Seniority will continue to accrue during all types of leave, except during a Leave of Absence Without Pay for 10 consecutive calendar days or more, which shall cause the seniority date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of less than 10 consecutive calendar days shall not cause the County Seniority date to be adjusted.

County Seniority shall be used to determine any express provision of this Agreement based on length of service.

#### **12.4- Identical Seniority Dates**

In the event two (2) or more employees have the same County Seniority date, the employee with the highest last four digits of Social Security number will be deemed to be senior.

#### **12.5 - Loss of Seniority**

Employees shall lose County Seniority upon separation, excluding employees recalled from layoff under the provisions of Section 12.10 of this article.

#### **12.6 - Layoff**

In the event of a personnel reduction, employees shall be given no less than five (5) working days of notice in advance of layoff and shall be laid off in the following order: (a) employees on initial probation and (b) full-time employees by classification determined by Management.

#### **12.7 - Selection for Layoff**

Full-time employees in a given classification shall be laid off in reverse order of their County Seniority.

#### **12.8 - Bumping**

- a) Employees who are laid off shall have the right to bump (i.e., displace) the employee with the least County Seniority in a lower classification in the bargaining unit, provided the bumping employee has greater County Seniority and can perform all of the essential functions of the lower classification satisfactorily.

Bumped (i.e., displaced) employees shall be laid off unless they can, in turn, bump into a lower classification.

- b) Employees who accept or are placed in a lower classification as a result of layoff shall receive an hourly rate not to exceed the maximum rate for the lower classification or their current hourly rate, whichever is lower.

#### **12.9 - Recall from Layoff**

Recall shall be in reverse order of layoff.

#### **12.10 - Recall Rights**

Employees retain recall rights to the classification from which they were laid off or bumped for 12 months. If recalled within that 12-month period, an employee's County Seniority shall be restored. Otherwise, they shall be considered a new employee.

**12.11 - Physical Examination**

County reserves the right to require successful completion of a post-recall physical examination before any recalled employee returns to work. Said physical examination shall be consistent with County's pre-employment requirements.

**12.12 - Notice of Recall**

County will offer recall to laid-off employees by certified mail to the last known address on file with County's Human Resources Department. Within seven (7) calendar days after receiving the recall letter or within seven (7) calendar days after the first attempt is made to deliver the recall notice letter via certified mail, laid-off employees must notify County's Human Resources Department in writing that they intend to return to work and must report to work within (14) calendar days of the date stated on the recall letter. Failure to do so shall result in a forfeiture of seniority and recall rights. The District Vice President of the Local will be copied via email on all notice letters sent per this section.

## **Article 13**

### **Jury Duty**

#### **13.1 - Pay for Work Hours**

Employees subpoenaed or summoned for jury duty shall receive straight-time pay for the hours they are required to be absent from scheduled work.

Any allowances or fees received from the Court for jury service shall be retained by the employee.

#### **13.2 - Return to Shift**

An employee who performs jury duty for only a portion of their regularly-scheduled work day shall report to work for the remainder of their shift, allowing for reasonable travel time, when excused or released by the court.

#### **13.3 - Notification**

An employee called for jury duty shall promptly notify their immediate supervisor and provide a copy of the court subpoena or summons so that arrangements may be made in advance for their absence from work.

#### **13.4 - Pay for Annual Leave Hours**

An employee called for jury duty while on scheduled Annual Leave shall receive payment for jury duty that corresponds to their scheduled work or duty day. Any such employee shall have their Annual Leave hours restored, provided satisfactory evidence of jury service is presented.

#### **13.5 - Pay for Holiday Hours**

In the event a holiday occurs and an employee is scheduled to work during the period the employee is serving on Jury Duty, they shall receive Holiday pay in addition to Jury Duty pay from the County.

#### **13.6 - Proof**

An employee shall provide proof of service before payment for jury duty is approved.

**Article 14**  
**Administrative Hearings and Court Appearances**

**14.1 - Administrative Hearings and Court Appearances**

- a) In the event an employee is subpoenaed or required to appear or testify in matters related to their County duties at hearings and similar proceedings, the employee shall be paid for all hours required for their appearance, including off duty hours.
- b) In the event an employee is subpoenaed or required to appear or testify in matters not related to their County duties (e.g., personal matters) at hearings and similar proceedings, the employee shall not be paid for their appearance. An employee may use annual leave or be placed on leave without pay status for such appearances.

**14.2 - Subpoena/Witness Fees**

- a) An employee shall retain any subpoena/witness fee received if they are subpoenaed to appear/testify for an administrative hearing, deposition or court proceeding, and are not paid by County for the total hours of their appearance.
- b) An employee shall not retain any subpoena/witness fee if they receive pay from County for the total hours of their appearance, and shall return any subpoena/witness fee to County.

**14.3 - General Provisions**

- a) An employee required to appear for a deposition, administrative hearing, or court proceeding shall notify their immediate supervisor upon receipt of the subpoena. A copy of the subpoena shall then be forwarded to the Chief or designee by the employee's immediate supervisor.
- b) An employee shall not be eligible for pay provided by this Article and for Annual or Sick Leave for the same hours.
- c) An employee who is on Annual Leave and becomes eligible for pay provided by this Article shall have their Annual Leave hours restored, provided satisfactory evidence of the time served is presented.
- d) An employee who appears for a deposition, administrative hearing, or court proceeding for only a portion of their regularly scheduled work day shall report to work when excused or released by the court or hearing officer.
- e) An employee who appears and is eligible for pay provided by this Article shall be eligible for call-back pay.

- f) An employee who becomes a plaintiff or defendant in a legal action not related to the performance of their duties as an employee shall not be eligible for pay provided by this Article.

**14.4 - Civil Summons, Complaint or Law Suit**

- a) An employee who is served with a civil summons, complaint or other notice naming them as a defendant or potential defendant in an action resulting from their duties as an employee shall, within two work days, inform the County Attorney in writing via the chain-of-command and provide them a copy of the summons, complaint or other notice. Such notification shall include the precise date, time, and manner of service, and shall state whether or not the employee requests and authorizes the County Attorney to represent them in the matter.
- b) County will defend and protect an employee from liability incurred in the line of duty under certain circumstances as established by law or other official documents of County in accordance with the interpretation of the County Attorney.

**Article 15**  
**Bereavement Leave**

**15.1 - Bereavement Leave**

In the event of the death of an employee's family member, the employee shall be granted leave with pay for up to a maximum of 48 hours for immediate family and 24 hours for extended family. These shall be consecutive, scheduled work hours. Bereavement leave must be taken within five (5) calendar days of the death or funeral.

**15.2 - Immediate Family Member**

For purposes of this Article, the following are considered an employee's immediate family member:

- spouse
- employee's parents and step-parents
- spouse's parents
- current step-parents
- employee's siblings and their current spouses
- employee's children and their current spouses
- employee's step-children
- employee's foster children
- grandparents
- grandchildren
- legal guardian

**15.3 – Extended Family Member**

For purposes of this Article, the following are considered an employee's extended family member

- spouse's siblings

**15.4 - Request for Additional Time**

Should an employee require additional time other than as provided in Section 15.1 of this Article, they may request additional time from the Chief or designee. Upon approval, any additional time used may be charged to Annual Leave or taken as leave without pay. In the case of a death of a member of the employee's extended family that requires the employee to travel out of state, the employee will be authorized an additional 24 hours of bereavement leave at their request.

**15.5 – Documentation**

An employee shall provide documentation of death of the deceased family member, if requested by Management.

**Article 16**  
**Military Leave**

**16.1 - Active Duty**

Employees will be granted leave for active military service or duty in accordance with applicable law.

**16.2 - Reserve or Guard Training**

County shall grant a leave with pay to any employee called to temporary active or inactive duty for training purposes with the National Guard or a reserve unit of the United States which conflicts with their work schedule. Leave with pay up to a maximum of 720 hours per calendar year shall be granted to employees on the 24 hours on-duty/48 hours off-duty work schedule. Leave with pay up to a maximum of 240 hours per calendar year shall be granted to employees on the 40-hour work schedule.

**16.3 - Request for Military Leave**

As a condition precedent to receiving military leave, the employee is required to submit a copy of orders or a statement from the appropriate military commander as evidence of military duty. The orders or statement must be attached to a formal written request for military leave submitted by the employee to the Fire/EMS Department. These documents shall thereafter be sent to County's Human Resources Department for processing.

**Article 17**  
**Leave Without Pay**

**17.1 - Family and Medical Leave**

Leave without pay shall be granted to all employees who qualify under the Family and Medical Leave Act (FMLA) and the policy of County's Human Resources Department.

**17.2 - Leave without Pay**

- a) Leave of Absence without Pay for reasons not covered by FMLA may be granted to employees.
- b) Employees may request a Leave of Absence without Pay only after first using all Annual and, if appropriate, Sick Leave.
- c) An employee who has not yet successfully completed their Initial Probationary Period may be granted an informal leave of absence without pay not to exceed 10 calendar days. Any such leave shall extend the Initial Probationary Period by the number of days of such leave.
- d) A Leave of Absence without Pay may be granted only up to a maximum of 12 months. Leaves of Absence without Pay for a period of 10 consecutive calendar days or less may be approved by the Chief. Employees may request a Leave of Absence without Pay for a specified duration in excess of 10 consecutive calendar days. Any such request must be approved by both the Chief and the County's Human Resources Director.
- e) Any extensions to an authorized Leave of Absence without Pay must be requested by the employee in writing and approved by both the Chief and the County's Human Resources Director.
- f) No Annual Leave, Sick Leave, Holidays or any type of seniority will be earned by an employee for the time that they are on an authorized Leave of Absence without Pay.
- g) Health, life and long term disability insurance benefits for an enrolled employee and their enrolled dependents may be continued in accordance with County's Policies and Procedures.

An employee who wishes to continue insurance coverages during an authorized Leave of Absence without Pay shall notify the Risk Management Division in advance of such leave of absence, and make arrangements for payment of their normal payroll deductions for insurance coverages on a monthly basis or for a lump sum payment in advance equal to the authorized length of their leave of absence.

- h) Health insurance benefits will be extended in accordance with the Consolidated Omnibus Budget Reconciliation Act. Employees shall be responsible for contacting the Risk Management Division regarding any request for extensions of insurance benefits.

**Article 18**  
**Annual Leave**

**18.1 - Annual Leave**

The purpose of Annual Leave is to allow eligible employees to be absent from work for valid reasons without loss of pay or benefits.

**18.2 - Accrual of Annual Leave**

Annual Leave for employees on a 24 hours on-duty/48 hours off-duty work schedule shall be accrued bi-weekly as follows:

<u>Continuous Years of Service</u>	<u>Total Annual Leave Accrued Per Year</u>
Hire to five (5) years	124 hours
Five (5) to ten (10) years	168 hours
Ten (10) to 15 years	216 hours
15 to 20 years	240 hours
20 or more years	246 hours

Annual Leave for employees on a 40-hour work schedule shall be accrued bi-weekly as follows:

<u>Continuous Years of Service</u>	<u>Total Annual Leave Accrued Per Year</u>
Hire to five (5) years	80 hours
Five (5) to ten (10) years	120 hours
Ten (10) to 15 years	160 hours
15 to 20 years	168 hours
20 or more years	176 hours

**18.3 - Annual Leave Conversion**

Employees transferred from a 24 hours on-duty/48 hours off-duty work schedule to a 40-hour work schedule shall have their Annual Leave accrual multiplied by a conversion factor of 0.7143 to obtain their Annual Leave accrual on the 40-hour work schedule.

Employees transferred from a 40-hour work schedule to a 24 hours on-duty/48 hours off-duty work schedule shall have their Annual Leave accrual multiplied by a conversion factor of 1.4 to obtain their Annual Leave accrual on the 24 hours on-duty/48 hours off-duty work schedule.

#### **18.4 - Maximum Accrual of Annual Leave**

The maximum number of Annual Leave hours that may be accrued at the conclusion of any Fiscal Year shall be 400 hours. Leave in excess of this maximum shall be forfeited as of the end of the shift that begins on September 30th of each calendar year.

#### **18.5 - Requests to Use Annual Leave**

- a) Annual Leave will be approved and scheduled, insofar as practical, at those times requested by employees. However, because of the criticality of the work performed by employees, it may be necessary to limit the number of employees taking Annual Leave during a particular time, including the use of annual leave concurrent with exchanges of duty. However, the approval of annual leave requests under this section, including the use of annual leave concurrent with exchanges of duty, will not be denied provided normal operations and functions are not adversely affected or interrupted.

Management shall approve and schedule the Annual Leave requests of no more than ten (10) employees, excluding Battalion Chiefs, per shift.

Management shall approve and schedule the Annual Leave request of at least one (1) Battalion Chief per shift, if so requested. The scheduling of more than one (1) Battalion Chief may be approved by the Chief, or designee, provided normal operations and functions are not adversely affected or interrupted.

- b) Requests to use Annual Leave shall be submitted no less than one (1) week in advance. Where deemed appropriate, Management may waive this requirement. However, any such waiver(s) shall not constitute a limitation on Management's right to require submission no less than one (1) week in advance.
- c) Annual Leave shall be requested in increments of no less than twelve (12) hours commencing at either 8:00 a.m. or 8:00 p.m. However requests for annual leave for educational classes may be granted in increments of no less than four (4) hours, provided that the educational classes are as set forth in Article 21.2 of this Agreement. All requests must be scheduled in accordance with this Article.

#### **18.6 - Uniform Scheduling of Annual Leave**

Employees shall select Annual Leave in periods running concurrent with the Fiscal Year.

Annual Leave requests submitted from September 1 through September 15 of each calendar year will be processed giving preference to an employee's County Seniority.

Annual Leave requests submitted other than in the month of September will be processed giving preference to the order in which requests are received. In the event requests are received on the same day for the same period, preference will be given to County Seniority.

### **18.7 - Payout of Annual Leave**

Upon separation from employment, an employee shall be paid for all earned, but unused, Annual Leave hours at the employee's hourly rate of pay upon separation.

Payouts after the Conversion to a 40-Hour Overtime Threshold (see Article 11.7 of this Agreement) shall be calculated at the employee's (post-conversion) hourly rate of pay times 1.097142.

### **18.8 – Cash-out of Annual Leave**

An employee on a 56-hour Work Week schedule, and having less than fifteen (15) years of service, may cash-out up to a maximum of sixty (60) hours of accrued Annual Leave once each fiscal year. An employee on a 56-hour Work Week schedule, and having 15 or more years of service, may cash out up to a maximum of 120 hours of accrued Annual Leave once each fiscal year.

Requests for cash-out shall be made in accordance with Human Resources procedures, and provided that employee has:

- a) already used no less than sixty (60) hours of annual leave in the fiscal year in which he is requesting the cash-out and,
- b) has no less than sixty (60) hours of accrued annual leave after the cash-out being requested.

An employee on a 40-hour Work Week schedule may cash-out up to a maximum of forty (40) hours of accrued Annual Leave once each fiscal year, in accordance with Human Resources procedures, provided that employee has:

- a) already used no less than forty (40) hours of annual leave in the fiscal year in which he is requesting the cash-out and,
- b) has no less than forty (40) hours of accrued annual leave after the cash-out being requested.

### **18.9 – Universal Leave Re-Opener**

If and/or when a Universal Leave Program is considered, Union and County mutually agree to a re-opener of this Article and Section for the purpose of implementing a Universal Leave Program in accordance with the collective bargaining provisions and Chapter 447 F.S.

**Article 19**  
**Sick Leave**

**19.1 - Sick Leave**

Management may grant Sick Leave for the following reasons:

- a) employee's illness or injury;
- b) illness or injury of employee's spouse, children or parents;
- c) the birth or adoption of a child;
- d) medical, dental and optical treatment which must be scheduled during working hours; and
- e) as contemplated by FMLA.

Every effort will be made to extend job protection during an extended illness. As such, continuing employment status will not be determined solely by the expiration of FMLA when that employee has sick leave remaining in their account.

If, upon expiration of the job protection afforded by FMLA, an employee is still unable to return to full duty or be reasonably accommodated, and where there is a medical prognosis that the employee can return and perform the essential functions of their position within a reasonable time, Management will allow accrued (non-donated) sick leave to be utilized during that period.

Employees may not use Sick Leave for illness or injury sustained while engaged in secondary employment.

**19.2 - Accrual of Sick Leave**

Employees shall accrue Sick Leave as follows:

<u>Work Schedule</u>	<u>Accrual Rate for Regularly-Scheduled Hours Worked</u>	<u>Total Hours Accrued per Fiscal Year</u>
24 hours on-duty/ 48 hours off-duty	.0495 hours	144 hours
40-hour schedule	.0471 hours	98 hours

**19.3 - Sick Leave Conversion**

Employees transferred from a 24 hours on-duty/48 hours off-duty work schedule to a 40-hour work schedule shall have their Sick Leave accrual multiplied by a conversion factor of 0.7143 to obtain their Sick Leave accrual on the 40-hour work schedule.

Employees transferred from a 40-hour work schedule to a 24 hours on-duty/48 hours off-duty work schedule shall have their Sick Leave accrual multiplied by a conversion factor of 1.4 to obtain their Sick Leave accrual on the 24 hours on-duty/48 hours off-duty work schedule.

#### **19.4 - Maximum Accrual of Sick Leave**

There shall be no maximum on the number of Sick Leave hours an employee may accrue.

#### **19.5 - Requests to Use Sick Leave**

- a) Employees who are sick or injured to the extent that they are unable to work shall notify their immediate supervisors with advance notice as prescribed by the Fire/EMS Department. Employees shall provide the reason(s) for the requested Sick Leave and the expected duration of absence.
- b) If an employee is precluded from giving advance notice as required by this Section, and can substantiate such circumstances to the satisfaction of the Chief, Sick Leave may be authorized.
- c) Upon receiving proper advance notice from an employee requesting Sick Leave, Management shall evaluate all available information to determine whether the employee is too sick or injured to work.

Based upon circumstances of the case and prior to receiving any medical certification that may be required, Management may grant tentative approval for Sick Leave pending further investigation including, but not limited to, personal observation of the employee or a medical evaluation by a physician selected and compensated by County.

- d) The Fire/EMS Department may place an employee on Sick Leave if the employee is too sick or injured to work or if the employee's presence at work would cause an unhealthy working condition if the employee came into contact with other employees.

#### **19.6 - Medical Certification**

Where Sick Leave appears to be abused, or where Sick Leave is consistently used as it is earned or used in a discernible pattern, an employee may be required to furnish medical certification as to the cause of their sickness. Any such continued use or abuse of Sick Leave shall constitute cause for disciplinary action up to, and including, discharge.

#### **19.7 - Restricted Duty**

Some slight sickness or injury may prohibit the performance of regularly performed duties.

However, there may be other duties that could be performed without aggravating an employee's sickness or injury.

Providing that such restricted or "light" duty is both medically appropriate and currently available, employees shall report to Management for assignment to such duty.

**19.8 – "Frozen" Sick Leave**

- a) All Sick Leave hours accrued and credited to an employee's account as of September 30, 1989, shall be "frozen" and no further Sick Leave shall be accumulated in that account. Such account shall be separately identified from an employee's Sick Leave earned after September 30, 1989. Employees who have used all Sick Leave earned after September 30, 1989, may use Sick Leave from their "frozen" account for approved absences for bona fide sickness or injury.
- b) In the event of separation from employment, an employee shall be paid for the hours in their frozen account at the hourly rate of pay they were receiving on September 30, 1989 in accordance with the percentages contained in Paragraph (c) of this Section.
- c) Employees eligible for payoff of "frozen" Sick Leave shall be paid the percentages set forth in the right-hand column below, based on their years of full-time consecutive service with County prior to September 30, 1989:

Years of Continuous Service Prior to September 30, 1989	Percent of Accrued Sick Leave to be Paid Out
2 years	50%
3 years	60%
4 years	70%
5 years	80%
6 years	90%
7 years	100%

Years of continuous service as set forth above shall be "frozen" effective September 30, 1989, and any payout will be based on the percentage of accrued Sick Leave standing in the employee's account as of September 30, 1989. No years of continuous service subsequent to September 30, 1989, will be counted in determining the percentage of payout to which an eligible employee is entitled.

- d) Employees hired after September 30, 1989, and employees who had not completed two (2) consecutive years of service prior to October 1, 1989, shall not be entitled to receive payment for any accumulated but unused Sick Leave under this Section.

**19.9 – Payout of "Current" Sick Leave**

**In-Service Cash-Out "Frozen 12 Sick Leave Bank"**

Employees hired on or prior to May 28, 2013 and who have completed 10 or more consecutive years of full-time service may cash-out unused sick leave over the remainder of their term of employment, not to

exceed the amount of unused sick leave in the employee's Sick Leave Bank on June 4, 2013. This leave will be maintained in a separate leave bank hereinafter referred to as "Frozen 12 Sick Leave Bank."

Employees may cash out some or all eligible unused sick leave once per fiscal year at a rate equal to 25% of the employee's regular, straight time hourly rate that was in effect on June 5, 2013, exclusive of any additional duty pay, provided said cash-out does not result in the employee's "Frozen 12" balance falling below 240 hours. Employees may not cash-out any sick leave accrued or earned on or after June 5, 2013.

#### Payout Upon Separation of Service

Upon separation of service, employees will be paid out for any hours remaining in the "Frozen 12 Sick Leave Bank" at a rate equal to the employee's regular, straight-time hourly rate that was in effect on May 28, 2013, exclusive of any additional duty pay pursuant to the following criteria:

1. Employees who had completed 10 or more consecutive years of full-time service as of May 28, 2013:

- shall be paid fifty percent (50%) of the balance of their "Frozen 12 Sick Leave Bank" at the time of separation of service

2. Employees hired on or prior to May 28, 2013 who had not completed 10 or more years of consecutive service as of that date:

- After the attainment of 10 years of consecutive full-time service, shall be paid 25% of the balance in their "Frozen 12 Sick Leave Bank" at the time of separation of service.

Any sick leave that is cashed out during the term of employment shall be deducted from the eligible unused "Frozen 12 Sick Leave Bank" that may be cashed out upon separation of service.

In-service cash-outs and payouts upon separation of service shall be exclusive of any sick leave accrued or earned on or after June 5, 2013, and/or any frozen sick leave referenced in section 19.8. Employees who have used all sick leave earned after May 28, 2013 may use sick leave from their "Frozen 12 Sick Leave Bank" for approved absences for bona fide sickness or injury. Payouts after the Conversion to a 40-Hour Overtime Threshold (see Article 11, Section 7 of this Agreement) shall be calculated at the employee's (post-conversion) hourly rate of pay times 1.097142.

#### **19.10 - Sharing of Sick Leave**

Sick Leave may be shared by employees in accordance with County policy. The Sick Leave Sharing Form is an Appendix to this Agreement.

**Article 20**  
**Holidays**

**20.1 - Recognized Holidays**

The following paid holidays shall be recognized by County:

- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Personal Holiday
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Employee's Birthday (40-hour employees)

Employees are eligible for the Personal Holiday only after completion of their initial twelve (12) months of employment. The Personal Holiday shall consist of 24 hours for employees on the 24 hours on-duty/48 hours off-duty work schedule, to be used in 12-hour increments. The Personal Holiday shall consist of 16 hours for employees on the 40-hour work schedule, to be used in 8-hour increments. Personal Holidays may not be carried over into the next Fiscal Year.

Employee's Birthday may be observed on the work day nearest the employee's birthday.

**20.2 - Requirements for Pay**

An employee must be on active pay status or work their normal schedule of hours, either on the regularly-scheduled work day immediately prior to a Holiday or the regularly-scheduled work day immediately following a Holiday, in order to qualify for Holiday Pay.

**20.3 - Hours of Pay**

Employees assigned to a 24 hours on-duty/48 hours off-duty work schedule, and not scheduled to work, shall receive 12 hours of pay at their straight time hourly rate for each of the above-listed Holidays, except for the Personal Holiday. Those employees who work on a Recognized (Actual) Holiday shall receive two (2) times their straight time hourly rate for each hour worked.

Employees assigned to a 40-hour work schedule shall receive eight (8) hours of pay at their straight time hourly rate for each of the above-listed Holidays, except for the Personal Holiday, for which they shall receive 16 hours of pay at their straight time hourly rate.

Payouts after the Conversion to a 40-Hour Overtime Threshold (see Article 11.7 of this Agreement) shall be calculated at the employee's (post-conversion) hourly rate of pay times 1.097142.

#### **20.4 - 48 Hour Approval**

Employees shall obtain final approval 48 hours in advance of taking time off for their Personal Holiday from the Chief or designee. However, employees desiring to take Monday or Tuesday off as their Personal Holiday shall obtain final approval the Friday before taking time off.

**Article 21**  
**Compensation**

**21.1 - Wage and Salary Plan**

Effective the first full pay period following the date of ratification, each employee shall receive a three percent (3%) across-the-board increase to their hourly rate of pay.

Wage increases during this Agreement are as shown below, effective the first full pay period of each fiscal year:

FY 2015-16 One and one-half percent (1.5%) across-the-board increase  
FY 2016-17 One and one-half percent (1.5%) across-the-board increase  
FY 2017-18 Economic re-opener, per Article 29.1

Should neither party exercise their right to a re-opener of Article 21.1, per Article 29.1, all employees shall receive a one and one-half percent (1.5%) across-the-board increase, effective the first full pay period of FY 2017-18.

Pay ranges for each pay grade have been established after consideration of “Market” salaries, with a sixty-five percent (65%) range spread for each classification. All hourly pay rates calculated from Contract Annual Salaries have been rounded to the nearest cent. (See Appendix I).

All eligible employees shall receive a one-time lump sum disbursement as follows, effective the first full pay period of Fiscal Year 2015-16:

Employees hired between 3/10/2007 and 9/30/2007	\$750
Employees hired during Fiscal Year 2007-08	\$600
Employees hired during Fiscal Year 2008-09	\$400
Employees hired during Fiscal Year 2009-10	\$200

As of the date of ratification of this Agreement by both parties, County and Union agree that this one-time lump sum disbursement listed above constitutes full consideration for the work condition concessions of 2007-08.

No employee’s hourly rate of pay shall be less than the Minimum, nor more than the Maximum, of the Pay Range to which the employee’s classification is assigned, except as otherwise specified in this Agreement.

**21.2 –Educational Pay Increases**

The intent of educational pay increases is to encourage an educational career path in the Fire and EMS field as defined by 69A-37.084-F.A.C. To qualify, the program must be approved by the Chief or designee.

Employees must be registered as degree-seeking, and only credits that are part of the core curriculum (to include general-educational, pre-requisite and elective credits) for the approved degree may be used to qualify for the increase provided for in this Section.

Once per Fiscal Year, an employee may be eligible for a maximum educational pay increase of four percent (4%) to their base rate of pay, per the following schedule:

- Three (3) credits = 1.5%
- Six (6) credits = 2.5%
- Nine (9) credits = 4%

Prior to receiving an increase under this section, the employee shall be required to submit proof of a grade of "C" or greater. Credits must be completed while the employee is actively employed with the County.

Only credits completed within the previous 24 months may be used to qualify for the increase provided for in this Section.

Once submitted for an increase under this Section, no credits may be re-submitted for an increase.

No credits/course for which an Employee has received Tuition Reimbursement, as set forth in Article 28.5 of this Agreement, or has otherwise received compensation for participation, may be used to qualify for the increase provided for in this Section.

No credits/course which is required to meet the minimum qualifications for that employee's then-current classification may be used to qualify for the increase provided for in this Section.

Employees in either their initial Probationary Period or their Promotional Probationary Period (or any extension thereof) are ineligible for the educational pay increase until such time as they successfully complete their respective probationary period. Upon successful completion of the Probationary Period, the employee has thirty (30) days to submit eligible credits.

The effective date for any pay increase provided in this Section shall be the beginning of the first, full bi-weekly payroll period following the attainment of the criterion for progression and receipt by the County's Human Resources Department of evidence of such attainment.

### **21.3 – Promotion/Demotion**

Employees who are promoted into a higher classification in the bargaining unit shall receive a five percent (5.0%) increase to their hourly rate of pay or an increase to the Minimum of the classification into which they are promoted, whichever is greater.

Employees who are demoted, voluntarily or involuntarily, into a lower classification in the bargaining unit shall receive a decrease to their hourly rate. The employee's rate of pay will be adjusted so that they are placed at the same percentage within the proposed pay range as their percentage within their current pay range, per the following example:

Firemedic demoting to Firefighter/EMT:

\$27.18	Firemedic Maximum Contractual Salary
\$16.47	Firemedic Minimum Contractual Salary
\$10.71	Firemedic Salary Span (\$27.18 - \$16.47)
\$23.46	Firefighter/EMT Maximum Contractual Salary
\$14.22	Firefighter/EMT Minimum Contractual Salary
\$ 9.24	Firefighter/EMT Salary Span (\$23.46 - \$14.22)
\$20.00	Firemedic's Current Contractual Hourly Rate

Calculate Percentage Within Pay Range:

32.96% Determine Percentage within Current Pay Range (\$20.00 Ee Salary - \$16.47 Minimum of Current Pay Range) divided by (\$27.18 Maximum of Current Pay Range - \$10.71 Minimum of Current Pay Range) = 32.96%

\$17.27 Place Employee at Same Percentage (32.96%) within Proposed Pay Range  
Calculate Difference of New Pay Range (Maximum – Minimum = \$9.24)  
Multiply \$9.24 Difference by 32.96% = \$3.05  
Add to Minimum of New Range (\$14.22) = \$17.27

#### **21.4 - Career Incentive Pay**

Employees who have five (5) or more years of continuous County service shall receive Career Incentive Pay in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Bi-Weekly Amount</u>
5 through 9 years	\$28.00
10 through 14 years	\$58.00
15 through 19 years	\$87.00
20 years and over	\$116.00

For employees with five (5) or more years of service as of May 28, 2013 the Career Incentive Pay will be frozen at the current amount above. For those employees, there will be no additional progression through the Career Incentive Pay schedule referenced herein.

For employees with less than five (5) years of service as of May 28, 2013 the employees will be eligible to receive Career Incentive Pay of \$28 bi-weekly when they have completed their fifth year of continuous County service, but shall have their Career Incentive Pay frozen at that amount for the duration of their career with no additional progression thereafter.

Employees hired on or after May 28, 2013 will not be eligible for Career Incentive Pay as outlined in this Article.

### **21.5 - Uniform Maintenance Allowance**

Employees shall receive a uniform maintenance allowance of \$325 per Fiscal Year for the purchase of boots and belts and for the maintenance of uniforms.

To be eligible for this allowance, the employee must have been a full-time, non-probational employee as of the first pay period of that Fiscal Year. New employees who are not eligible for this allowance in their first year of employment shall have one pair of boots and one belt, compliant with Charlotte County Fire & EMS SOG 134, provided to them by the Department at no cost.

### **21.6 - Specialty Assignments**

Specialty Assignments are a pay status for employees who are assigned by Management to serve in specific capacities as set forth herein.

#### **a) Specialty Pay**

**Special Operations Team** – Employees assigned by Management to serve on the Special Operations Team shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon their initial assignment. Employees assigned to the Special Operations Team must attain Hazardous Materials Technician certification as issued by the Division of State Fire Marshall-Bureau of Fire Standards and Training. Once certified, the employee shall receive an additional increase to their hourly rate of sixty cents (\$0.60) per hour, for a total not to exceed one dollar and ten cents (\$1.10) so long as they maintain the required training and certifications. Employees assigned to the Special Operations Team must successfully complete compliance training per NFPA 1670/NFPA 1006, as amended and/or Department-approved certification, as applicable, in the disciplines listed below.

- Trench Rescue
- Rope / High-Angle Rescue
- Heavy Extrication (VMR)
- Structural Collapse
- WMD
- Confined Space

Upon presenting proof of certification to the Chief or designee, the employee shall receive an increase to their hourly rate of pay of fifteen cents (\$0.15) per hour for each certification.

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

**Marine Operations Team** – Employees assigned by Management to serve on the Marine Operations Team shall receive an increase to their hourly rate of pay of forty cents (\$0.40) per hour upon their initial assignment.

Prior to assignment to this specialty, the applicant must demonstrate proficiency swimming by successfully completing the following tasks: Float or tread water for 10 minutes and; complete a 200 meter continuous surface swim in 15 minutes or less.

Swimming proficiency screening should be performed in a controlled environment, preferably at one of the County's regional pool facilities.

Employees assigned to the Marine Operations team must successfully complete the training listed below:

- U.S. Coast Guard-approved boating safety course; and
- GPS for Mariners course

Upon presenting proof of certification to the Chief or designee, the employee shall receive an increase to their hourly rate of pay of thirty cents (\$0.30) per hour for each certification not to exceed one dollar (\$1.00).

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

**Aircraft Rescue Firefighting Team** – Employees assigned by Management to serve on the Airport Fire Rescue Team shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour upon their initial assignment.

Upon successful completion of FAA Part 139 Certification, as amended, employees covered by this section shall receive an additional increase to their hourly rate of pay of ninety cents (\$0.90) per hour, for a total not to exceed one dollar and forty cents (\$1.40).

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

**Tactical Medic** – Employees assigned by Management to serve as a Tactical Medic on the Charlotte County Sheriff's Office SWAT Team shall receive an increase to their hourly rate of pay of fifty cents (\$0.50) per hour.

The County shall not solicit from, nor accept, the results of any polygraph testing or psychological screening to which Tactical Medic candidates are subjected, beyond notification of acceptance or elimination of a candidate from the selection process.

Employees assigned to the SWAT Team as a Tactical Medic must attain certification in Tactical Combat Casualty Care (TCCC) as conducted by the National Association of EMT's (NAEMT) under the auspices of its Pre-Hospital Trauma Life Support (PHTLS). Once certified, the employees shall receive an additional increase to their hourly rate of pay of fifty cents (\$0.50), not to exceed one dollar (\$1.00) so long as they maintain the required training and certification.

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

Should the final Tactical Medic Program Interlocal Agreement or any amendments thereto, differ in any manner from the draft Agreement presented to the Union by the County on August 13, 2015, which impacts the terms and conditions of employment of any bargaining unit member, the Union and the County reserve the right to re-open the Tactical Medic portion of this Section for the purposes of negotiating the impact.

**Field Trainer** – Employees assigned by Management to serve as a Field Trainer shall receive an increase in pay of fifty cents (\$0.50) per hour upon their initial assignment.

Employees assigned as a Field Trainer must successfully complete the training and/or certification, as applicable, listed below within two (2) years of assignment.

- Essentials Course BLS
- Essentials Course ACLS
- AHA BLS Instructor Course
- AHA ACLS Instructor Course

Upon presenting proof of certification to the Chief or designee, the employee shall receive an increase to their hourly rate of pay of twenty cents (\$0.20) per hour for each: AHA BLS Instructor certification and AHA ACLS Instructor certification. The employee shall receive an increase of ten cents (\$0.10) per hour for each: Essentials Course BLS and Essentials Course ACLS, not to exceed one dollar and ten cents (\$1.10).

The certifications listed above are mandatory requirements for this specialty and must be obtained within two years of assignment. Failure to obtain and/or maintain certifications may result in loss of specialty pay and/or reassignment per Department policy.

In order to be eligible for assignment by Management as a Field Trainer, Employees will be required to first successfully complete competitive testing, as established by Management with input from a joint Labor/Management Team.

**Captain – Field Training** – Employees assigned by Management to serve as Captain – Field Training, will be required to first successfully complete competitive testing, as established by Management with input from a joint Labor/Management Team. Employees assigned by Management to serve as Captain – Field Training shall be paid in accordance with the established pay range for the classification.

**Paramedic Stipend** – Employees in the classification of Lieutenant or Battalion Chief, who are State Certified Paramedics and approved by County's Medical Director shall receive an increase to their hourly rate of seventy-five cents (\$0.75) per hour. The intent of this stipend is to recognize the advanced training these supervisors have received and maintain, allowing for more effective supervision of ALS providers as well as their ability to assist in ALS patient care when circumstances warrant. Refusal to do so may result in disciplinary action.

An employee shall receive the specialty pay provided in this Section even if the resulting hourly rate of pay exceeds the Maximum of the Pay Range for his classification.

**b) Duration of Specialty Assignment**

Employees who are assigned to the specialties set forth in this Article shall be required to remain in that assignment for a period of no less than two (2) years from the date of completion of the requisite training for that specialty. In circumstances determined by Management or where the employee is no longer able to perform the duties of their specialty, they will be released from their obligation to the team then reassigned and compensated according to section (c) below.

If the employee desires to be voluntarily released from these duties, they shall notify the Chief, or designee, no later than ninety (90) days prior to the end of the assignment. Employees requesting release from these duties will be released from their obligation to the team then reassigned and compensated according to section (c) below. Employees who do not notify the Chief, or designee, of their request to be voluntarily released from these duties shall have their commitment renewed for a period of time no less than two (2) years.

Employees who were assigned to the specialties set forth in this Article prior to the ratification of this agreement shall be given the option to either remain in their specialty and execute a commitment as set forth in the paragraph above or be released from their obligation to the team then reassigned and compensated according to section (c) below on a date no later than one year from the date of ratification of this Agreement.

**c) Release from Specialty Assignment**

Employees released from the assignment(s) set forth for each of the specialties listed above shall not be provided the specialty pay and will be reassigned according to Department policy.

If an employee requests to be released other than as stated above, they will not be provided the specialty pay, and will be reassigned according to Department policy.

Nothing in this section shall preclude an employee from seeking promotion as set forth in Article 27 of this Agreement.

**21.7 – Temporary “Acting” Pay**

Acting in a higher classification is a pay status for voluntary assignments and is not considered a classification status for the purposes of benefit accrual or other considerations based on classification.

When an employee is assigned to act in the capacity of Lieutenant during his work shift, County shall pay an additional \$1.50 per hour from the first hour worked during the period of assignment. When a Lieutenant is assigned to act in the capacity of Battalion Chief during his assigned work shift, County shall pay an additional \$2.00 per hour from the first hour worked during the period of assignment.

Management shall not utilize acting personnel to fill vacancies in a higher classification on a permanent basis. Management shall fill permanent vacancies consistent with applicable law based on the Chief's assessment of operational needs.

Assignments to act in a higher classification shall be made on the basis of qualifications as determined by Management.

### **21.8 - Battalion Chief Stipend**

Employees in the classification of Battalion Chief are Exempt employees under the Fair Labor Standards Act (FLSA). As such, employees in the classification of Battalion Chief are not entitled to overtime or any other provisions applicable to Non-Exempt employees under both the FLSA and this Agreement.

Additionally, County and Union agree as to the following:

- a) It is understood that, upon appointment, 56-hour Battalion Chiefs are contractually obligated to work on a rotating 24-on/48-off basis, with accrued vacation and sick leave taken counted as time worked.
- b) 56-hour Battalion Chiefs are obligated to attend ten (10) meetings per fiscal year which may include: Mandatory in-service Training sessions (either Paramedic or EMT, as is appropriate for their assignment) and Management-required Staff Meetings as scheduled, without additional compensation.

Assigned Mandatory work in excess of the above instances will be eligible to be compensated with a stipend of \$140 for each one-sixth (1/6) shift worked.

### **21.9 – Pyramiding**

There shall be no pyramiding or duplication of pay, including overtime pay, for the same hours of work.

## **Article 22** **Safety and Health**

### **22.1 - Working Conditions**

Management will make every reasonable effort to provide and maintain safe working conditions. To this end, Union will cooperate and encourage employees to work in a safe manner.

The existing Fire/EMS Safety Committee will review wellness and safety issues. This committee shall be made up of no more than six (6) members appointed by the Chief, or designee, and no more than six (6) members appointed by the Union.

Management will also receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or Union. Within 30 calendar days of receipt, Management shall issue a written disposition of the recommendation. Failure to institute a recommendation shall not constitute a grievance as defined by Article 8.1 of this Agreement.

### **22.2 - Uniforms and Safety Equipment**

Management shall provide uniforms, personal protective equipment (PPE), safety equipment and devices (to include Structural and Wildland Firefighting Ensemble) that are deemed necessary by Management, in accordance with Charlotte County Fire & EMS S.O.G. #134 and in accordance with all applicable laws. Employees who fail to properly use such items may be subject to disciplinary action up to, and including, discharge.

PPE not issued by County's Fire/EMS Department shall be used only with Management permission.

A hearing-protection and/or communications solution shall be provided in each apparatus, as deemed appropriate by Management.

All safety equipment and devices shall be maintained in proper working order. Any component of the PPE that becomes contaminated shall not be allowed in sleeping and/or living areas. The County may take reasonable precautions to prevent exposure to bargaining unit members from contaminated PPE, as deemed appropriate by Management.

### **22.3 - Return of Uniforms and Safety Equipment**

Upon separation from employment, employees shall return all uniforms, PPE, safety equipment and devices issued by County's Fire/EMS Department to Central Supply or Human Resources within seven (7) calendar days of their last duty shift.

Any employee who does not return uniforms, PPE, and safety equipment and devices, as listed on the inventory control system as required by Charlotte County Fire & EMS S.O.G. , shall be responsible to

reimburse the County for these items. If the full cost of reimbursement is not made the County may pursue collection of these costs by all lawful means.

#### **22.4 - Blood Borne Pathogens Prevention**

Union and County agree to comply with the Department's Blood Borne Pathogens Policy, which shall comply with OSHA Standard 1910.1030 and be in accordance with all applicable laws.

#### **22.5 - Wellness Program**

Union and County recognize the unique working situations confronted by Fire/EMS personnel and how these situations can increase exposure to injury. Thus it is incumbent upon both the Union and County to promote injury prevention through properly designed injury prevention training programs. The County will institute the Fit Responder Program which is specifically designed to reduce injuries among first responders. The employee's participation in this program is voluntary and the program is non-punitive in nature.

#### **22.6 - Physical Examinations**

Union and County mutually agree that physical fitness, strength and agility are important requirements for jobs in the Fire and Emergency Medical Services and are of great concern to all employees and Management.

All employees shall receive an annual physical through the Employee Health Center in accordance with NFPA 1582, Chapter 7 *Occupational Medical Evaluations of Members*.

Confidentiality shall be maintained and any results will be subject to review only by the employee and examining physician. The County will not have access to these results unless authorized by the employee in writing or as otherwise provided for by law.

#### **22.7 – Facility Safety**

All Fire Department facilities shall comply with all legally-applicable health, safety, building and fire code requirements.

**Article 23**  
**Tobacco Use Policy**

**23.1 - Prohibition of Tobacco Use**

Employees hired after October 1, 1989 shall refrain from the use of tobacco or tobacco products at any time whether on or off-duty.

Pursuant to Section 633.34(6), F.S., effective October 1, 1989, any applicant for employment in the bargaining unit covered by this Agreement shall have refrained from the use of tobacco or tobacco products for at least one (1) year immediately preceding application, as evidenced by a sworn affidavit from the applicant.

Employees hired prior to October 1, 1989 will be permitted to use tobacco products only in designated areas.

Employees who violate any provision of this Article may be subject to disciplinary action up to, and including, discharge.

**Article 24**  
**Consultation**

**24.1 - Purpose**

Matters appropriate for consultation between Union and County shall include wages, hours and terms and conditions of employment, as well as other areas of mutual concern. Consultations shall be held at mutually convenient times upon request of either Union or County in an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees in the Fire/EMS Department. Consultation meetings shall not be considered as collective bargaining under Chapter 447 of the Florida Statutes.

**24.2 - Scheduling**

Consultation meetings between Union and County shall be arranged by County's Human Resources Director upon the request of either party. Consultation meetings may be called by County consistent with confidentiality, or other legal restrictions, to advise Union of any anticipated major changes affecting working conditions. Arrangements for any consultation meeting shall be made 10 working days in advance, whenever possible, and a written agenda of matters to be taken up at the meeting shall accompany the request. The number of persons in attendance shall be mutually determined on a case-by-case basis.

**24.3 - Attendance and Pay**

Attendance at consultation meetings during scheduled work hours shall not cause employees any loss of pay or benefits. Attendance at a consultation meeting outside of regular working hours shall not be considered as time worked.

**Article 25**  
**Controlled Substances and/or Alcohol Testing**

**25.1 – Policy**

In an effort to meet its commitment to provide the citizens of Charlotte County and our employees quality services and to protect the public safety and health as well as employee safety, and to eliminate future substance abuse related costs from its operations, the Board of Commissioners of Charlotte County has established a policy to test employees for drugs (including alcohol).

Charlotte County and Union are committed to a drug-free work place and a drug-free work force. As a condition of employment, all employees are required to fully comply with the provisions of the County's Drug Free Workplace Policy. All employees shall receive and be asked to read the County's Policy with regard to alcohol and drug usage and sign a statement indicating their understanding of the Policy.

**25.2 – Prohibitions**

The following acts are prohibited while on duty (including paid or unpaid meal periods, rest periods or breaks of any kind), while on County property, or while being in physical control of a County vehicle:

- a) Use, possession, manufacture, sale or attempted sale of controlled substances (as defined by Chapter 893 of the Florida Statutes) or the non-prescribed use of prescription drugs;
- b) Use or possession of alcoholic beverages; and
- c) Reporting for duty under the influence of either controlled substances or alcoholic beverages.

The following acts are prohibited whether on or off-duty:

- a) Use, possession, manufacture, sale or attempted sale of controlled substances.

**25.3 - Application of Policy**

The Charlotte County Board of County Commissioners Drug Free Workplace Policy, as amended by collective bargaining, is set forth as Appendix II of this Agreement, which is incorporated as a part hereof.

**25.4 - Last Chance Chemical Dependency Rehabilitation Contract**

The Last Chance Chemical Dependency Rehabilitation Contract is set forth as Appendix III of this Agreement, which is incorporated as a part hereof.

**Article 26**  
**Exchange of Duty**

**26.1 - Exchange of Duty**

An exchange of duty between employees is a personal responsibility of the employees affecting the exchange. County shall incur no cost or responsibility as a result of exchanges.

County and Union are not responsible for keeping any accounts of exchange of duty hours, and shall not make any determination regarding what exchange hours any employee may owe to another, or when such hours must be paid back. County and Union shall consider any exchange of duty complete when the exchange agreement is fulfilled as submitted.

County and Union recognize Management's right in exercising control and discretion over the organization and the efficiency of County operations. Therefore, duty exchanges are limited to no more than five (5) contiguous shifts within a three (3) month time period and no more than 30 duty exchanges in one calendar year. Exchanges of duty for job-related educational purposes shall be exempted from this provision.

Double exchanges (exchange for an exchange) are discouraged, but may be approved by Management on a case-by-case basis.

A duty exchange which is intended to extend or bridge any other approved leave will receive the supervisor's review concurrent with the leave request submitted, as set forth below.

Exchange of Duty requests shall be submitted via TeleStaff. Each shift, the Supervisor shall review pending Exchanges and approve or disapprove the Exchange and extensions thereto. The approval of exchanges of duty will not be denied provided normal operations and functions are not adversely affected or interrupted. If the Supervisor disapproves the Exchange or extension thereto, both parties shall be notified via e-mail, which shall include the reason for disapproval.

Employees working on a duty exchange of less than 24 hours may be required to work past their scheduled time of relief due to an emergency call. In such event, the employees who are parties to the duty exchange agreement shall amend their agreement to reflect the actual hours worked.

Exchanges may be made only within classification or specialty.

Exchanges may be denied where the proposed exchange interferes with pre-scheduled training or special assignment or creates a staffing hardship.

Management, at its sole discretion, may waive specific employee requirements of duty exchanges, on a case-by-case basis, dependent on extenuating circumstances.

In the event an employee dishonors an exchange, that employee shall be assessed as follows:

- a) First Offense: Employee to be assessed Annual Leave and/or pay (if sufficient accrued Annual Leave is unavailable) in an amount equal to one and one-half (1-1/2) times the number of hours dishonored;
- b) Second Offense: Employee to be assessed Annual Leave and/or pay (if sufficient accrued Annual Leave is unavailable) in an amount equal to one and one-half (1-1/2) times the number of hours dishonored, and will forfeit his exchange privileges under this Section for three (3) months from the date of infraction or for the balance of this Agreement, whichever is longer; and
- c) Third and Any Subsequent Offense: Employee to be assessed Annual Leave and/or pay (if sufficient accrued Annual Leave is unavailable) in an amount equal to one and one-half (1-1/2) times the number of hours dishonored, and will forfeit his exchange privileges under this Section for six (6) months from the date of infraction or for the balance of this Agreement, whichever is longer.

**Article 27**  
**Promotional Process**

**27.1 – Examinations**

There shall be examinations for the classifications of Lieutenant and Battalion Chief.

**27.2 – Notification of Examination**

Management shall make available a list of examination components to Union thirty (30) calendar days prior to posting the Notice of Examination and will reasonably consider all Union input.

No less than sixty (60) calendar days prior to any examination required by Section 27.1 of this Article, County shall notify candidates of the tests to be used, sources to be studied, and the weights to be used for developing the final score.

**27.3 – Criteria for Promotional Examination - Lieutenant**

Candidates for promotion to Lieutenant shall meet the following criteria:

- a) Candidates shall have a minimum of seven (7) consecutive years' experience as a Firefighter/EMT or Firefighter/Paramedic, the last five (5) of which shall be with the Charlotte County Fire & EMS Department. To qualify, years of service with another organization must have been full-time, paid and the department must be of comparable service level as Charlotte County Fire & EMS;
- b) Candidates shall have no disciplinary action having resulted in suspension without pay during the one (1) year prior to testing;
- c) Candidates shall have obtained at least 30 credit hours toward an AA/AS degree from an accredited institution of higher learning.

Credit Hours and/or Degrees must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the US Department of Education's Office of Post-Secondary Education. Only Credit Hours and/or Degrees accepted by the Florida State Fire College Firefighter's Supplemental Compensation Program shall be eligible.

- d) Candidates shall provide documentation of Fire Apparatus and Pump Operator certification as issued by the Florida State Fire College; and
- e) Candidates shall provide documentation of Fire Officer I certification as issued by the Florida State Fire College; and

- f) Candidates shall provide documentation of Instructor I certification as issued by the Florida State Fire College; and
- g) Candidates shall provide documentation of completion of a three (3) credit-hour, Department-approved, Supervisory/Management course.

All qualifying criteria must be met by the date of the written examination. Such proof must be presented as outlined in the examination posting.

#### **27.4 – Criteria for Promotional Examination - Battalion Chief**

Candidates for promotion to Battalion Chief shall meet the following criteria:

- a) Candidates shall have a minimum of five (5) consecutive years' experience as a Lieutenant with the Charlotte County Fire & EMS Department;
- b) Candidates shall have no disciplinary action having resulted in suspension without pay during the one (1) year prior to testing;
- c) Candidates shall have received, at a minimum, an AA/AS degree from an accredited institution of higher learning.

Degrees must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the US Department of Education's Office of Post-Secondary Education. Only degrees accepted by the Florida State Fire College Firefighter's Supplemental Compensation Program shall be eligible.

- d) Candidates shall provide documentation of Fire Officer I and Fire Officer II certifications as issued by the Florida State Fire College; and
- e) Candidates shall provide documentation of Fire Apparatus and Pump Operator certification as issued by the Florida State Fire College; and
- f) Candidates shall provide documentation of Instructor II certification as issued by the Florida State Fire College, and;
- g) Candidates shall provide documentation of completion of a three (3) credit-hour, Department-approved, Management course.

All qualifying criteria must be met by the date of the written examination. Such proof must be presented as outlined in the examination posting.

#### **27.5 – External Candidates**

When the internal promotional process does not yield a candidate qualified for promotion, Management reserves the right to seek external candidates in order to fill a Battalion Chief vacancy.

External applicants must also successfully complete the Pre-employment Agility Test and all other applicable pre-employment processes.

### **27.6 – Examination Process**

All examinations shall be designed to fairly and impartially assess the merit, fitness and experience of the applicant to perform the duties of the classification.

The examination process shall consist of three (3) sections, each weighted equally:

- a) a written examination; and
- b) a tactical scenario; and
- c) an overall assessment which shall include a Coaching/Counseling Session, a Critical Thinking Component and an Oral Board/Interview. This section shall also include an Instructional Presentation for Lieutenant and a Media Interview for Battalion Chief.

Each section will be graded separately.

Candidates for Lieutenant must attain a minimum score of 75 percent on both the written examination and the tactical scenario to be eligible to participate in the Overall Assessment section of the Promotional Process.

Candidates for Battalion Chief must attain a minimum score of 80 percent on both the written examination and the tactical scenario to be eligible to participate in the Overall Assessment section of the Promotional Process.

After successful completion of the Written Examination, Tactical Scenario and the Overall Assessment Process additional credit of up to ten percent (10%) may be awarded as follows:

- a) One (1) point for each certification recognized by the Florida State Fire College that the Candidate holds, to a maximum of six (6) points. This excludes those certifications required for the position applied for;
- b) One (1) point for each of the following current instructor/course coordinator certifications, up to a maximum of four (4) points:
  - Basic Life Support for Healthcare Providers (BLS HCP)
  - Advanced Cardiovascular Life Support (ACLS) or Advanced Cardiovascular Life Support for Experienced Providers (ACLS EP)
  - Pediatric Advanced Life Support (PALS); Pediatric Emergency Assessment, Recognition, and Stabilization (PEARS®); or Pediatric Education for Prehospital Professionals (PEPP)
  - International Trauma Life Support (ITLS); Advanced Medical Life Support (AMLS); or PreHospital Trauma Life Support (PHTLS)
- c) Two (2) points for State of Florida Paramedic Licensure;

- d) One (1) point per year of service with Charlotte County Fire & EMS over the years required for application, to a maximum of seven (7) points; and
- e) Two (2) points for an Associate's Degree (Candidates for Lieutenant only); Four (4) points for a Bachelor's Degree; Six (6) points for a Master's Degree. The highest level of education will determine the points awarded. Degrees must be from an institution accredited by the appropriate Regional Institutional Accrediting Agency of the U. S. Department of Education's Office of Postsecondary Education. Only degrees accepted by the Florida State Fire College Firefighter's Supplemental Compensation Program shall be eligible for this award.

The additional points will be totaled and divided by the total number of available points and then multiplied by 10% to reach a weighted average. This percentage value will then be added to the candidate's final score.

Example:

The candidate receives the following additional points:

Section A:	6
Section B:	3
Section C:	2
Section D:	5
Section E:	4
Total:	20

$$20 \div 25 = 0.80$$

$$0.80 \times 10\% = 8.0\%$$

There shall be a three (3) working-day timeframe after each component of the assessment during which Candidates may review and/or appeal specific elements thereof. Appeals shall be made by appointment with, and a decision made by, the Chief or designee. A Candidate who is dissatisfied with the decision of the Chief may make a final appeal to the County's Human Resources Director or designee, whose decision shall be final.

**27.7 – Selection**

After successful completion of the Examination Process, Candidates shall be ranked on an eligibility list. This list shall be created based on each Candidate's total score, ranked in descending order.

An eligibility list shall remain in place for no more than 12 months. Prior to the expiration of an eligibility list, in so far as is practicable, testing will be scheduled to ensure there is always an eligibility list in place.

The results of the assessment and the ranked list will be certified by County's Human Resources Director or designee.

If the Chief selects a Candidate other than in rank order, a written explanation shall be provided to the County's Human Resources Director or designee prior to any offer of promotion.

Special Considerations:

- a) In the event of a tie between internal personnel, County Seniority shall be used to determine the outcome as established in Article 12.4 of this Collective Bargaining Agreement;
- b) Criteria for selection will include a full evaluation of the Candidate's employment history.

**27.8 – Promotion to Firemedic**

Promotions to Firemedic shall be effective with the beginning of the first, full bi-weekly payroll period following State Certification as a Paramedic and written approval of the Medical Director and Chief.

**27.9 – Demotions**

Employees who have been demoted for disciplinary reasons may not be eligible to sit for any promotional exam for a period of one (1) year from the date of demotion.

**Article 28**  
**Miscellaneous Provisions**

**28.1 – Retirement**

The retirement plan to be afforded to employees shall be the Florida Retirement System (FRS).

**28.2 - Political Activity**

No employee shall take an active part in political campaigns or other political activities during duty hours.

No employee shall take part in any political activity that is prohibited by Chapter 104.31 of the Florida Statutes.

**28.3 - Group Health Benefits**

- a) County will continue to make the contributions necessary to provide health, dental, optical, accident and life insurance benefits for each employee under the County's designated Health Care Plan. The employee shall not be obligated to contribute more than ten percent (10%) of the prevailing monthly premium cost of such insurance.
- b) Employees may purchase group health benefits for eligible dependents through payroll deduction. Those employees who elect to purchase such coverage shall not be obligated to contribute more than thirty percent (30%) of the prevailing monthly premium cost of such insurance.
- c) Employees who decline the health, dental and optical insurance benefits offered by the County shall receive remuneration per County policy.
- d) Paragraphs a) and b) notwithstanding, employees covered by this Agreement will not be required to make contributions for the prevailing monthly premium costs of such insurance in an amount greater than other County employees.

Paragraphs a) and b) notwithstanding, it is not the intent of County to arbitrarily increase the employee contribution during the term of this Agreement. Any change will be based upon consideration of all contributory factors and noticed to employees at least thirty (30) days prior to being put into effect.

#### **28.4 - Group Life and AD&D Insurance**

County shall provide Group Life and Accidental Death and Dismemberment Insurance in the amount of two (2) times the employee's annual salary (with a maximum limit of \$50,000) at no cost to employee.

#### **28.5 - Education Reimbursement**

- a) County shall provide, at no cost to the employee, those courses deemed by County to be necessary to maintain the level of certification required for the employee's job classification (e.g., ACLS Provider, BLS Provider, Hazardous Materials Technician). New employees shall be responsible to maintain their certifications until they come into compliance with the Department's recertification/educational cycle, unless otherwise approved on a case-by-case basis by the Chief or designee. County reserves the right to determine the method by which those courses shall be provided.
- b) Any employee who elects not to participate in the County-sponsored class(es) is responsible to comply with all state law, rules and regulations for certification and licensure as an Emergency Medical Technician or Paramedic, including the maintenance of their CPR and ACLS certification(s), with no cost to the County, unless otherwise approved by the Chief or designee, on a case-by-case basis.
- c) Provided there is sufficient funding available, after the completion of the employee's initial probationary period, County will consider tuition reimbursement for other courses of study that are job-related or part of a degree program. Tuition reimbursement is contingent on approval by the Chief and the Human Resources Director or their designees. Credits must be from a Nationally or regionally accredited institution, as defined by 69A-37.084 F.A.C. unless otherwise approved by the Chief. County agrees to reimburse the employee at 50 % of the State tuition rate for any pre-approved job-related course upon satisfactory completion of said course and proof of payment. If the course is graded, the employee shall be required to submit a report denoting a grade of "C" or greater prior to reimbursement. If the course is graded in a pass/fail manner, the employee must submit a "passing" grade report. No course for which tuition reimbursement has been paid may be submitted for a pay increase as set forth in Article 21.2
- d) After completion of their initial probationary period and if approved by Management, employees who attend Paramedic School shall have tuition, books (if unavailable from Training Division library), and lab fees reimbursed by County. Reimbursement shall be administered according to the terms set forth in Paragraph C above but at 100% of the state tuition rate. County reserves the right to determine the method by which on-duty coverage for said employees shall be provided.

After completion of their initial probationary period, employees who attend the Firefighter Minimum Standards course at an approved training center shall have all tuition, books (if unavailable from Training Division library), and lab fees reimbursed by County. Reimbursement shall be administered according to the terms set forth in Paragraph C above but at 100% of

actual cost paid by the employee. County reserves the right to determine the method by which on-duty coverage for said employees shall be provided.

### **28.6 – Reimbursement to County**

It is understood that the costs of training and education necessary for an employee to gain and maintain specific job-related knowledge, skills, licenses and/or certifications are incurred by County in anticipation of a return on that investment.

An employee who fails a course, fails to complete a course paid for by County, takes a voluntary demotion, or leaves employment with County will reimburse County for the full or prorated cost of any training, including lodging and travel expenses according to the following schedule:

Within 1 (one) year	100%
Within 2 (two) years	75%
Within 3 (three) years	50%

Employees who retire pursuant to FRS requirements and who have successfully completed a course per the requirements in Article 28.5 will be exempt from reimbursement to County.

By virtue of this Agreement, employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, the County may pursue collection of monies due by other lawful means.

### **28.7 - Travel Pay**

Employees authorized by Management to use their personal vehicles for County business shall be reimbursed for such use at the rate per mile established by Chapter 112, of the Florida Statutes.

### **28.8 – Residency**

Within one (1) year of hire, employees must reside within a 50-mile radius or within one (1) hour of Charlotte County Fire/EMS Station #1.

### **28.9 – Refutation**

An employee shall have the right to include a written and signed refutation of any material they consider to be detrimental in the individual personnel file maintained on such employee by County's Human Resources Department.

### **28.10 – Indemnification**

County agrees to indemnify employees against judgments levied against them as a result of non-intentional torts committed while acting within the scope of their employment. Any such indemnification shall be controlled by Chapter 111 of the Florida Statutes.

### **28.11 – Workers' Compensation**

Employees who are incapacitated due to injury arising out of, and in the course of, performing their employment duties shall be entitled to benefits under the Workers' Compensation Law of the State of Florida (i.e., Chapter 440 of the Florida Statutes).

County shall pay employees deemed incapacitated under this Section for the day of the incident. Thereafter, compensation will be in accordance with Florida Statute Chapter 440.

For employees receiving Workers' Compensation benefits, sick and annual leave accruals shall continue as long as the individual maintains his employment with County, not to exceed twelve (12) months.

An employee may, at their option, authorize the use of sick and/or annual leave which, together with Workers' Compensation benefits, will provide the employee with a wage equivalent to that which they would have received had they worked their regularly-scheduled hours.

An employee whose County-appointed attending physician certifies in writing that they may return to work in a light-duty capacity shall do so if such work is available.

If, after the exhaustion of all available and protected leave time, an employee who continues to receive Workers' Compensation benefits and is certified by the County-appointed attending physician as not being able to return to work, that employee may request an extended medical leave of absence for up to an additional twelve (12) week period. The granting or denial of such leave will be on a case-by-case basis and shall be at the discretion of the Chief and the Human Resources Director. Any employee making such a request will be required to provide medical updates from the County-appointed attending physician to the Chief and the Human Resources Director at least every thirty days during the extended leave period.

Employees who are granted extended medical leave may continue to supplement any Workers' Compensation payment as set forth elsewhere in this Article.

### **28.12 - Bargaining-Unit Work**

Non-bargaining-unit employees may perform work that has customarily been done in the past. This Section shall not be construed to prohibit non-bargaining-unit employees from performing the following types of work: experimental work; demonstration work performed for the purpose of instructing and training employees; and work required by emergency conditions which, if not performed, might result in interference with Fire/EMS Department operations, bodily injury, or loss or damage to material or equipment.

### **28.13 – Retiree Medical Supplemental Benefit**

The parties understand the importance of Retiree medical benefits. Therefore, any bargaining unit employee who retires from full time employment with the County may choose to participate in County's Group Health Benefits Plan as authorized by 112.0801 F.S. For the purposes of this program, credited service from other governmental entities under FRS will not be utilized – Only service with Charlotte County will be considered.

- a) Employees who have completed at least twenty (20) years of service with the Charlotte County Board of County Commissioners, have continuing medical coverage verified annually and are collecting FRS retirement benefits are eligible to participate in this Retiree Medical Supplemental Benefit (RMSB).

The monthly supplement will mirror the FRS Plan, except the employee will receive \$20 for each year of service, with a minimum of 20 years of service being required. (For example 20 years x \$20 = \$400 per month). The maximum monthly benefit is \$600.

- b) The RMSB will continue until the retiree becomes eligible for Medicare.

Employees who have entered into the DROP are not eligible to receive this benefit until their participation in the DROP ends. Time in the DROP will not count as years of service for this benefit.

The parties understand and agree that potential negotiated changes to this section will be subordinate to the negotiation of other economic considerations.

### **28.14 - Loss of Driver's License**

All positions covered by this Agreement are required to maintain a current and valid Class 'E' motor vehicle operator's license with an Emergency Vehicle Operations endorsement as issued by the State of Florida (or the then current State requirement) and must have that valid license on their person while on duty.

An employee who loses his driving privileges for whatever reason (e.g., suspension, expiration, physical loss of license, etc.) shall report such loss to his supervisor immediately, and shall not be permitted to operate a motor vehicle or motorized equipment on the job until his driving privileges are restored.

Failure to provide the timely notice required by this Section shall result in disciplinary action up to, and including, discharge.

Upon notice by employee that driving privileges are lost, Management may exercise the following options:

- a) Reassign the employee temporarily to non-driving responsibilities, if such is available, for a period not to exceed 90 calendar days;
- b) Allow employee to use accrued annual leave for the period not to exceed 90 calendar days; or

c) Place the employee on a leave of absence without pay status not to exceed 90 calendar days.

Any employee who fails to have his driving privileges reinstated on a permanent basis or obtain a "hardship license" within 90 calendar days may be discharged for failing to maintain the qualifications to perform the duties of his classification.

An employee who loses his driving privileges a second time may be subject to disciplinary action, up to and including discharge.

An employee who loses his driving privileges a second time as a result of a second conviction may be immediately discharged.

## **Article 29**

### **Duration**

#### **29.1 - Duration of Agreement**

This Agreement shall be in effect as of October 1, 2015, and shall remain in full force and effect through September 30, 2018, or until a successor agreement is reached by Union and County or imposed by County pursuant to Florida law.

The parties agree to a limited re-opener herein applicable to fiscal year 2017/2018 only, for the sole purpose of negotiating Article 21.1 – Wage and Salary Plan, Article 28.3 – Group Health Benefits, and Appendix I – IAFF Compensation Plan.

Any party who desires to exercise their rights to re-open shall notify the other in writing no later than March 1, 2017.

#### **29.2 - Entire Agreement**

This Agreement supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any Amendments that may be made pursuant to Section 3 of this Article, constitutes the complete and entire Agreement between Union and County.

Union and County voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement, unless otherwise provided for herein.

However, nothing in this Section shall in any way diminish Union's right to collectively bargain over the impact of any change(s) affected by Management.

#### **29.3 - Amendments**

This Agreement may only be amended by a written document that is signed on behalf of Union and County by their duly authorized officers or representatives after negotiations mutually agreed to by Union and County.

#### **29.4 - Savings Clause**

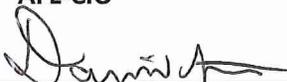
If any Article, Section or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent federal or state legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, Union and County will meet and attempt to negotiate a replacement.

**In Witness Whereof**

Union and County have caused their names to be subscribed hereto by their duly authorized officers or representatives this 22<sup>nd</sup> day of September, 2015.

**Local 2546,  
Suncoast Professional  
Firefighters  
and Paramedics  
International Association of  
Firefighters,  
AFL-CIO**

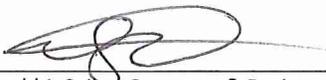
**Charlotte County, Florida  
Board of County Commissioners:**



David A. Stokes, District Vice President  
Charlotte County Fire/EMS Bargaining  
Unit  
I.A.F.F. Local 2546



Raymond J. Sandroock Jr.  
County Administrator



Donald J. Seiler, Secretary & Business  
Agent  
Chief Negotiator  
I.A.F.F. Local 2546



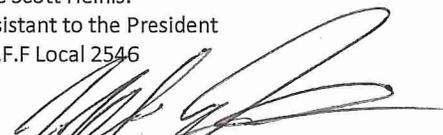
Heather Bacus, M.A., SPHR, SHRM-CP  
Chief Negotiator  
Human Resources Director



Eric Scott Heinis,  
Assistant to the President  
I.A.F.F. Local 2546



Jason Fair  
Deputy Chief of Fire Operations -  
Charlotte County Fire/EMS



Jeffrey Jozefiak, Business Agent  
Field Service Representative  
I.A.F.F. Local 2546



Kathy Brantley, CCP, PHR, SHRM-CP  
Human Resources Analyst



Leighton McManus, Paid Steward  
Charlotte County Fire/EMS Bargaining  
Unit  
I.A.F.F. Local 2546

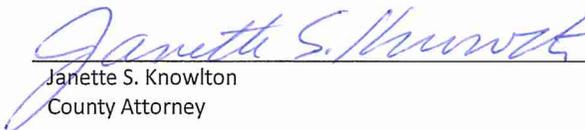


Lori Tetreault, Esq.  
Assistant County Attorney



Thomas P. Macchia, Steward  
Charlotte County Fire/EMS Bargaining  
Unit  
I.A.F.F. Local 2546

Legal Review by:



Janette S. Knowlton  
County Attorney

**Appendix I**

**2015/2016 Fiscal Year  
IAFF Compensation Plan**

Job Classification	Contract Hourly Minimum	Conversion Hourly Minimum	Annual Salary Minimum	Contract Hourly Maximum	Conversion Hourly Maximum	Annual Salary Maximum
Firefighter/EMT <sup>5</sup>	\$14.22 <sup>2</sup>	\$12.96 <sup>4</sup>	\$43,130.88 <sup>1</sup>	\$23.46 <sup>2</sup>	\$21.38 <sup>4</sup>	\$71,152.64 <sup>1</sup>
Paramedic <sup>5</sup>	\$14.22 <sup>2</sup>	\$12.96 <sup>4</sup>	\$43,130.88 <sup>1</sup>	\$23.46 <sup>2</sup>	\$21.38 <sup>4</sup>	\$71,152.64 <sup>1</sup>
Firemedic <sup>5</sup>	\$16.47 <sup>2</sup>	\$15.01 <sup>4</sup>	\$49,953.28 <sup>1</sup>	\$27.18 <sup>2</sup>	\$24.77 <sup>4</sup>	\$82,434.56 <sup>1</sup>
Lieutenant <sup>5</sup>	\$19.24 <sup>2</sup>	\$17.54 <sup>4</sup>	\$58,373.12 <sup>1</sup>	\$31.75 <sup>2</sup>	\$28.94 <sup>4</sup>	\$96,312.32 <sup>1</sup>
Battalion Chief-56 <sup>5,6</sup>	\$23.26 <sup>2</sup>	n/a	\$67,733.12 <sup>1</sup>	\$38.38 <sup>2</sup>	n/a	\$111,762.56 <sup>1</sup>
Battalion Chief-40 <sup>7</sup>	\$32.56 <sup>3</sup>	n/a	\$67,733.12 <sup>3</sup>	\$53.73 <sup>3</sup>	n/a	\$111,762.56 <sup>3</sup>
Captain-Field Training <sup>7</sup>	\$26.93 <sup>3</sup>	n/a	\$56,014.40 <sup>3</sup>	\$44.43 <sup>3</sup>	n/a	\$92,414.40 <sup>3</sup>

<sup>1</sup> Annualized Salary shown –For comparison/illustrative purposes only

<sup>2</sup> 56-Hour Schedule (3,328 Compensable Hours)

<sup>3</sup> 40-hour (2,080 Annual) Pay Rate

<sup>4</sup> Rate is Post-Conversion as per Article 11.7

<sup>5</sup> Salaries shown do not include Holiday Pay (See Article 20)

<sup>6</sup> 56-Hour Schedule (Average 2,912 Compensable Hours)

<sup>7</sup> 40-Hour Schedule (2,080 Compensable Hours)

## Appendix II

### Charlotte County Board of County Commissioners Drug Free Workplace Policy

#### **1. Policy**

The public has the absolute right to expect County employees to be free from the effects of controlled substances and alcohol. County has the right to expect its employees to be fit and able for duty and to set a positive example for the community. This policy shall be achieved in such a manner as not to violate any Constitutional rights of County employees.

County recognizes controlled substance and/or alcohol dependency as an illness and a major health problem. County also recognizes abuse of controlled substances as a potential health, safety and security problem. Employees needing help dealing with such problems are encouraged to contact the County's Human Resources Department for assistance in obtaining professional help. Conscientious efforts to seek such help will not jeopardize any employee's job.

#### **2. Compliance with State and Federal Law**

Charlotte County's Drug Free Workplace Policy fully complies with Chapter 440, Florida Statutes (FS) as well as the Workers' Compensation Drug Testing Rules enacted by the Department of Labor and Employment Security, Division of Workers' Compensation, for the State of Florida (hereinafter referred to as the Division.) These Rules are found in Chapter 59A-24 Florida Administrative Code (FAC) and the Florida Statutes. It is the intent of the Charlotte County Board of County Commissioners (CCBCC) that this policy complies with all of the aforesaid laws. Questions concerning the application or interpretation of the Policy should be directed to the County's Human Resources Director or designee.

#### **3. Notice of Implementation of Charlotte County's Drug Free Workplace Policy**

The implementation of the Drug Free Workplace Policy contained herein constitutes general notice to all employees of Charlotte County that each individual is required, as a condition of his continued employment with Charlotte County, to fully comply with the provisions of the Drug Free Workplace Policy, and to fully cooperate with the implementation and enforcement of the Policy, including execution of the necessary authorization forms.

The implementation of this Policy further constitutes general notice to all employees of Charlotte County that it is a condition of employment for an employee to refrain from reporting to work or working with drug and/or alcohol levels in excess of limits defined in Chapter 59A-24 FAC and the Florida Statutes.

A notice of this Policy is to be posted on the bulletin board at each worksite, and copies are available upon request at the Risk Management office.

#### **4. Definitions**

For the purposes of this Policy, the following definitions apply:

- a) "Alcohol" includes distilled spirits, wine, malt beverages or other intoxicating liquor.
- b) "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.
- c) "Collection Site" means a place where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.
- d) "Collection Site Person" means a person provided by an approved laboratory who instructs and assists employees at a collection site and who receives and makes an initial examination of the specimen provided by those employees.
- e) "Confirmation Test," "Confirmed Test," or "Confirmed Drug Test" means a second analytical procedure run on a sample that was positive on the initial screening test. The second analytical procedure must be used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity and quantitative accuracy. The confirmation test for alcohol will be gas chromatograph and the confirmation test for all other drugs will be gas chromatograph/mass spectrometry.
- f) "Drug" means Alcohol, Amphetamines, Cannabinoids, Cocaine, Phencyclidine (PCP), hallucinogen, Methaqualone, Opiates, Barbiturates, Benzodiazepines, Methadone, or Propoxyphene a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in the paragraph.
- g) "Drug Test" or "Test" means any chemical, biological or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or abuse of a drug or its metabolites.
- h) "Employee" means any person who works for salary, wages, or other remuneration from Charlotte County Board of County Commissioners (CCBCC).
- i) "Employee Assistance Program" means an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
- j) "Employer" means the CCBCC who employs persons for salary, wages, or other remuneration.
- k) "GC/MS" means gas chromatograph/mass spectrometry.

- l) "Initial Drug Test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens. The initial screen for all drugs shall be an immunoassay procedure, except that, the initial test for alcohol shall be an enzyme oxidation methodology.
- m) "Laboratory" means a facility licensed by the Agency for Health Care Administration in accordance with Chapter 59A-24 FAC and the Florida Statutes.
- n) "Medical Review Officer (MRO)" means a licensed physician who satisfies the qualification requirements of Chapter 59A-24.008 FAC and the Florida Statutes employed with or contracted by the County, and who is responsible for receiving and reviewing all drug test results from the laboratory as provided for in Chapter 59A-24 FAC, the Florida Statutes and this policy. The MRO is responsible for contacting all positively tested individuals to inquire about possible prescriptive or over-the-counter medications which could have caused a positive test result.
- o) "Nonprescription Medication" means a medication that is authorized pursuant to state or federal law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.
- p) "Prescription Medication" means a drug or medication obtained pursuant to a prescription as defined by Section 893.02, FS.
- q) "Random Testing" means testing conducted on a random, unannounced basis as set forth herein.
- r) "Reasonable Suspicion Drug Testing" means drug testing based on a belief that an employee is using drugs in violation of the County's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing must be based upon the direct observation of a supervisor and at least one other reliable and credible source.

Reasonable suspicion is defined as the following:

- Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug. Examples of observable signs include, but are not limited to: bloodshot eyes; dilated pupils; slurred or incoherent speech; unusually aggressive behavior; lack of coordination; the smell of alcohol; severe mood shifts; possession of paraphernalia; and related behavioral patterns.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- Evidence that an individual has tampered with a drug test during his employment or pre-employment test with the County.
- Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

- A report of drug use provided by a reliable and credible source.
  - Evidence that an employee has caused, contributed to, or been involved in an accident while at work as further defined in Section 5 (b) below.
- s) “Safety-Sensitive Position” means any position, including any bargaining unit members in a supervisory position in which a drug impairment would constitute an immediate and direct threat to public health or safety; or a position in which a momentary lapse in attention could result in injury or death to another person..
- t) “Special Risk” means employees who are required as a condition of employment to be certified under Chapter 633, Florida Statutes, or Chapter 943, Florida Statutes.
- u) “Specimen” means a tissue, hair or product of the human body capable of revealing the presence of alcohol and/or drugs or their metabolites.

## **5. Types of Testing**

Charlotte County reserves the right to conduct employee drug testing. The scope and description of each particular category of testing is set forth in further detail below:

### **Employee Testing**

Charlotte County requires all individuals hired by the County to be free of alcohol and controlled substances. Charlotte County may conduct the following types of drug tests in order to maintain a drug-free workplace program:

- a) Reasonable Suspicion - County may require an employee to submit to reasonable suspicion drug testing. “Reasonable Suspicion Drug Testing,” as defined in this policy, will be the sole basis for determining whether reasonable suspicion exists to test an employee.
- b) Post-Accident/Injury Testing - If an employee is directly involved in a job-related accident, County shall automatically require substance abuse testing if the accident results in either injury requiring lost work time and/or in restricted duty or property damage of \$4,500 or greater.
- c) Random Testing – On the last working day of each month, or other date of mutual agreement, Management shall provide for the generation of a list of randomly-selected bargaining unit employees equal to five percent (5%) of the total number of members, with fractions rounded up to the next whole number. Management will then provide for drug and alcohol testing of those employees selected, as set forth in this Policy. This list shall remain in effect for no more than 30 days, with all employees returned to the master pool of testing candidates upon expiration of the list. Union reserves the right to audit the process used to select the candidates.
- d) Follow-up Testing – If, in the course of employment, the employee enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program,

County may require the employee to submit to up to four (4) drug tests as a follow-up to such program during a twelve-month period thereafter. (See County's Last Chance Chemical Dependency Rehabilitation Contract, Appendix III.)

## **6. Collection procedures**

An employee injured at the workplace and required to be tested, in accordance with this policy, shall be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible where specimens shall be obtained. If it is not medically feasible to move the injured employee, specimens shall be obtained at the treating facility under the procedures set forth in this policy and transported to an approved testing laboratory.

No specimens shall be taken prior to the administration of emergency medical care. Once this condition has been satisfied, the County may obtain results of any test conducted on a specimen for the presence of alcohol or drugs only as is specifically provided for in this policy.

## **7. Choice of Specimen**

Urine will be used for the initial test for all drugs, and for the confirmation of all drugs, except alcohol. Either a breathalyzer test (BAT) or, at the County's election, a DOT Approved Alcohol Screening Device (ASD), or equivalent, as listed in the most current Conforming Products List (CPL) of the National Highway Traffic Safety Administration (NHTSA) in the Federal Register, will be used as the initial test for alcohol. Blood will be used for the confirmation test for alcohol.

If an employee is unable to produce a urine specimen, blood may be used as an alternate for the initial test and confirmation of all drugs. If the inability to produce a urine specimen is due to a medical complaint by the employee, medical evaluation and treatment will not be delayed, if requested by the employee.

Nothing in this section shall be construed to limit the discretion of the testing physician to determine whether drawing a blood sample will threaten the health of the employee, or if the employee has a medical condition unrelated to an accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. No inference or presumption of intoxication or impairment may be made in a case where the testing physician prevents a specimen extraction based on his medical expertise.

## **8. Cost of Testing**

The County shall pay the costs of all drug testing it requires of employees. However, should the results of a test be deemed inconclusive and it is determined to be the fault of the employee, the employee may be responsible for the costs of repeat testing.

## **9. Collection Site**

County shall utilize a collection site designated by the approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to the approved drug testing laboratory.

Collection site and specimen collection procedures including the designation of collection sites, Chain of Custody Form and procedures, security procedures and specimen collection (access to authorized personnel only, privacy, and integrity and identity of specimen) shall be in accordance with Chapter 59A-24.005 FAC. A Chain of Custody Form will be used for each employee tested. Documentation of chain-of-custody shall be provided by the collection site.

A specimen for a drug test must be taken or collected solely by a Collection Site Person.

Prior to any specimen collection, the collection site shall provide a form for the employee to provide any information he considers relevant to the drug test, including identification of currently or recently used prescription or non-prescription medication or other relevant medical information. Such form shall provide notice of the most common medication by brand name or common name as applicable, as well as the chemical name, which may alter or affect a drug test. The information provided shall be reviewed by the medical review officer (MRO) in interpreting any positive confirmed results. A copy of the medical information form shall be provided to the employee by the collection site.

#### **10. Laboratory Procedures**

Drug testing laboratories shall be licensed by the Agency for Health Care Administration in accordance with Chapter 59A-24.006, FAC, in order to collect or analyze specimens for the County's drug testing policy and shall comply with the provisions of Chapter 483, Part I, Florida Statutes.

Drug testing laboratories' policy and procedures including laboratory personnel, training of laboratory personnel, laboratory personnel files, and specimen security and analysis procedures shall be in accordance with Chapter 59A-24.006, FAC and the Florida Statutes.

The approved laboratory shall provide technical assistance to the MRO or employee for the purpose of interpreting any positive confirmed test results which could have been caused by a prescription or non-prescription medication taken by the employee.

#### **11. Release & Reporting of Results**

The laboratory shall report test results to the MRO within seven business days after receipt of the specimen by the laboratory.

The laboratory shall report as negative to the MRO all specimens which are negative on the initial test or are negative on the confirmation test. A confirmation test will not be administered by the laboratory if the initial test is negative. Specimens which are confirmed as positive on the confirmation test shall be reported positive to the MRO.

The laboratory shall transmit results to the MRO in a manner consistent with the provisions of Chapter 59A-24, FAC and the Florida Statutes.

The MRO and/or the tested employee may request from the laboratory and the laboratory shall provide a detailed quantification of the initial and confirmation test results.

The MRO will also verify that positive and negative test results were properly analyzed and handled.

The MRO shall provide a copy of the test results to the designated representative of County and the employee, if requested, subject to the employee protection provision (Section 13) and the confidentiality provision (Section 16) of this policy.

All records pertaining to a given specimen shall be retained by the drug-testing laboratory in accordance with Chapter 59A-24.006 (4) (h) FAC and the Florida Statutes.

## **12. Challenges to Test Results**

Within five (5) working days after receiving written notice of a positive confirmed test result, the employee or candidate may contest or explain the result to a MRO. If the explanation or challenge of the positive test result is unsatisfactory to the MRO, the MRO shall report a positive test result back to County.

Within five (5) working days after receipt of a positive confirmed test from the MRO, Charlotte County will inform the employee or candidate in writing or by telephone, of such positive test result, the consequences of such results, and the options available to the employee or candidate. Within five (5) working days after receiving notice of a positive confirmed test result, the employee or candidate may submit information to Charlotte County explaining or contesting the test result, and explaining why the result does not constitute a violation of Charlotte County's Drug Free Workplace Policy. If an employee's or candidate's explanation or challenge of the test result is unsatisfactory to Charlotte County, then within fifteen (15) days of receipt of the explanation or challenge, a written response as to why the employee's explanation is unsatisfactory, along with the report of positive results, will be provided to the employee or candidate. Charlotte County will keep all such documentation confidential.

An employee or the Union may challenge the testing procedures, test results, and/or consequential action taken by the County through the grievance process. The grievance process may begin as soon as the County notifies the employee in writing of the County's final decision regarding the tested employee.

If an employee was tested as a result of an on-the-job injury, that employee may undertake an administrative challenge to a positive test result by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury has occurred, the individual may challenge the test result in a court of competent jurisdiction. The doctrine of election of remedies shall apply to challenges filed pursuant to this Policy. Should an employee elect to pursue an available, alternative remedy, including the filing of a proceeding allowed by law, the filing of any such proceeding shall operate as a waiver of the employee's rights to avail self of the proceedings available under this Policy. Should a proceeding be filed pursuant to an alternative remedy, before or after proceedings under this Policy have been completed, the filing of any such proceeding shall be considered invalid and be terminated. When an employee or candidate undertakes a challenge to the results of a test it shall be the employee's or candidate's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is resolved.

Nothing in this drug testing policy shall be construed to eliminate or diminish any rights provided to the Union and/or employee by the collective bargaining process and the resulting collective bargaining agreement thereof.

### **13. Employee Protection**

- a) The supervisor recommending reasonable suspicion drug testing shall detail, in writing, the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing. The County shall keep all original documentation confidential.
- b) All employees may, upon request, have a Union representative present during the testing procedure provided that the test will not be postponed. An attempt will be made to telephone a Union representative advising of said pending tests.
- c) The County must place any employees who are tested for reasonable suspicion under the provisions of this policy on administrative leave with pay until the County makes a final decision on the tested employee.
- d) The County must place any employees whose drug test results are confirmed positive as a part of the Random Drug Testing process on administrative leave with pay until the County makes a final decision on the tested employee.
- e) The County must place any employees whose drug test results are confirmed positive as part of their medical physical examination on administrative leave with pay until the County makes a final decision on the tested employee.
- f) The County will not request or receive from any testing facility any information concerning the personal health, habit, or condition of the tested employee including the presence or absence of HIV antibodies in the tested employee's body fluids.
- g) The drug testing laboratory may not disclose any information concerning the health and mental condition of the tested employee.
- h) Upon written notification of a positive test result, County shall notify employee of their right to have a portion of the specimen retested at the employee's expense. Regardless of the reason for the employee submitting to a drug test, the employer will be responsible for ensuring that a split sample is collected from all tested employees by the collection site facility. Such retesting must be done at another authorized laboratory, as appropriate, chosen by the employee. The second laboratory must test at equal or greater sensitivity levels for the drug in question as the first laboratory. The first laboratory which performed the test for the County shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer. If the second laboratory confirms that the split sample is negative, no disciplinary action will be initiated, or if already initiated, then will be withdrawn due to the confirmed negative test result.
- i) If the employee is cleared due to any of the reasons set forth in this policy, the County shall immediately return the employee to the position and job classification held by the employee prior to the drug testing if this has already not been done, and the County shall restore any and all benefits which may have been lost by the employee.

- j) Any employee's authorization to work in an ALS or BLS capacity will not be revoked solely or automatically for having completed a Last Chance Chemical Dependency Rehabilitation Contract.

#### **14. Discipline**

- a) The County will not discipline or discriminate against or require rehabilitation of an employee on the sole basis of a positive test result that has not been verified by a confirmation test.
- b) The County will not impose discipline beyond a written reprimand or discriminate against an employee upon the employee voluntarily seeking treatment, while under the employment of the County, for a drug-related problem if the employee meets and agrees to the following conditions:
- The employee must not have previously tested positive for drug use without a valid prescription.
  - The employee must not have previously entered into an employee assistance program for drug-related problems while under the employment of the County.
  - The employee must not have previously entered into a drug rehabilitation program while under the employment of the County.
  - Any request by the employee to voluntarily seek treatment for a drug-related problem must be made prior to being informed of their selection for drug testing under the provisions of this policy.
  - The employee agrees to enter into a Last Chance Chemical Dependency Rehabilitation Contract with the County.

However, the employee shall be reassigned or permitted the use of leave as set forth in Florida Statute 440.120(11)(a).

- c) An employee found to have a confirmed positive drug test (including testing positive for prescription controlled substances without a valid prescription) during the employee's tenure with the County will be subject to disciplinary action up to and including dismissal with no further opportunity for rehabilitation.
- d) Any injured employee who refuses to submit to testing under this Policy automatically forfeits any medical and indemnity benefits he would otherwise be eligible to receive under Florida's Workers' Compensation Statute.
- e) Refusal to comply with an order to submit to a drug test examination for the types of tests authorized by this policy, or altering a drug test, shall constitute the basis for disciplinary action. Any employee, whether injured or uninjured, who refuses to submit to testing under Charlotte County's Drug Free Workplace Policy will be discharged. Individuals who refuse to submit to testing procedures shall be asked to sign a "Refusal to Submit BAT/Blood/Urine Form".

## **15. Rehabilitation and Last Chance Chemical Dependency Rehabilitation Contract**

Last Chance Chemical Dependency Rehabilitation Contracts will be provided only under the following circumstances:

- a) Voluntarily requesting assistance from the County for drug use and/or addiction prior to being notified of selection for testing as long as the employee has not previously tested positive for drug use without a valid prescription and has not previously entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

In the event that an employee voluntarily requests assistance from the County for drug use and/or addiction as noted above, the employee may, upon executing a Last Chance Chemical Dependency Rehabilitation Contract, enter an alcohol/substance abuse program approved by County. The approved program administrator shall determine when the employee has been successfully rehabilitated. There will be no set time frame in which the program administrator will be obligated to determine whether an employee has been successfully rehabilitated. If approved by the program administrator, the County shall make every effort to place a safety-sensitive position employee whose drug test result is confirmed positive in a non-safety-sensitive position while the employee participates in the employee assistance program or if a non-safety-sensitive position is unavailable, or if the program administrator requires in-patient treatment for the employee, the employee shall be allowed to use accumulated leave in accordance with Florida Statute 440.102(11)(b). Upon exhausting all accumulated leave, the employee shall be placed on leave without pay per Article 17 of the Collective Bargaining Agreement.

The County and Employee will make every effort to ensure that the rehabilitation of the employee will be successful. Once the employee is rehabilitated, as determined by the program administrator, the employee must be allowed to return to work and must abide by the conditions as outlined in the County's Last Chance Chemical Dependency Rehabilitation Contract (Appendix III). For the purposes of this Article, reassignment of duties shall not be considered discipline. Should an employee be reassigned as a result of this provision, the employee shall suffer the least amount of impact to pay and benefits as practicable.

If the employee fails to enter or complete the rehabilitation program, or fails to enter into a Last Chance Chemical Dependency Rehabilitation Contract, they will be subject to immediate discharge.

## **16. Confidentiality**

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced by the County through this policy are confidential communications to the extent provided Chapter 440.102 (8) (b), (c), (d), F.S.

## **17. Education and Employee Assistance**

The County will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers and various other persons, entities or organizations designed to assist employees with personal or behavioral problems including, but not limited to, those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services.

The County shall inform employees and new hires about any employee assistance programs that the County may have available.

The County shall provide an education course for its employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. This course must also include a presentation of the legal, social, physical, and emotional consequences of the misuse of alcohol or drugs.

The County shall provide training through an educational course to all supervisors who will be assigned the task of determining or certifying reasonable suspicion as defined in this policy. The primary focus of this educational course shall be to train and educate all supervisory personnel on how to determine reasonable suspicion as defined in this policy.

County shall provide for an Employee Assistance Program and post all pertinent information pertaining thereto in a conspicuous location at each workplace.

The Human Resources Director or designee is responsible for providing information and answering any questions concerning this policy.

#### **18. Conflict with other Laws and/or Collective Bargaining Agreement**

The parties agree that all specific references in this Policy to Chapter 59A-24 FAC and Florida Statutes, have been collectively bargained and contractually agreed to by both parties to the extent that the above Administrative Code and Statutes are applicable and not in conflict with other provisions of this policy. The obligation to adhere to the specific provisions of the aforementioned Administrative Code and Statutes as applicable is solely due to the contractual agreement between the parties.

Any specific reference in this policy to Chapter 59A-24 FAC is hereby incorporated by reference only to the extent that there is not a conflict with other provisions in this policy. The specific provisions of this drug testing Policy shall prevail over any conflict with any references to Chapter 59A-24 FAC.

This drug testing policy is in no way intended to diminish, waive, or supersede any constitutional or other rights not specifically mentioned in this policy that the employee may be entitled to under federal, state, or local statutes.

This drug testing policy is in no way intended to diminish, waive or supersede any rights provided to employees and/or Union under a collective bargaining agreement. The employee and/or Union also has the right to challenge the results of any drug or alcohol test and any discipline imposed due to the provisions of this drug testing policy in the same manner that any other employer action can be grieved under the terms of the collective bargaining agreement.

#### **19. Drug List and Common Names**

ALCOHOL: (Including a distilled spirit, wine, a malt beverage or an intoxicating liquor.)

AMPHETAMINES: (Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin)

CANNABINOIDS: (Marijuana, THC)

COCAINE

DESIGNER DRUG

HALLUCINOGEN

PHENCYCLIDINE (PCP)

METHAQUALONE

OPIATES: (Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tuss-Organidin)

BARBITURATES: (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phreninlin, Triad)

BENZODIAZEPINES: (Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax)

METHADONE

PROPOXYPHENE: (Darvocet, Darvon N, Dolene)

SYNTHETIC NARCOTIC

METABOLITE of any of the substances listed above.

## **20. Common Medications That May Alter or Affect a Drug Test**

The following list includes, but is not limited to, the most common medications by brand name or common name, as well as by chemical name, which may alter or affect a drug test.

ALCOHOL: All liquid medications containing alcohol. As an example, Vick's Nyquil is 25% (50 proof) alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: Obetrol, Biphphetamine, Desoxyn, Dexedrine, Diddrex, Ionamine, Fastin.

OPIATES: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES: Phenobarbital, Tuinal, Amytal, Nambutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad.

BENZODIAZEPHINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax

METHADONE: Dolophine

PROPOXYPHENE: Darvocet, Darvon N, Dolene

## Appendix III

### Last Chance Chemical Dependency Rehabilitation Contract

This **Last Chance Chemical Dependency Rehabilitation Contract**, hereinafter referred to as the Contract, is made and entered into by and between [names], hereinafter referred to as Employee, and by the **Charlotte County (Florida) Board of County Commissioners**, hereinafter referred to as Employer:

**Whereas**, in instances where an employee has for the first (1<sup>st</sup>) time voluntarily requested assistance from the County for drug use and/or addiction prior to being selected for drug testing and has not previously entered an employee assistance program or drug rehabilitation program, the COUNTY has decided to mitigate the employee's discipline to a written reprimand on the condition that the employee has entered into this Last Chance Agreement; and

**Whereas**, it is agreed that controlled substances and alcohol dependency may endanger the user's health and safety, as well as that of the user's co-workers; and

**Whereas**, the term controlled substances as used in this Contract is defined by Chapter 893 of the Florida Statutes; and

**Whereas**, Employee is willing to receive an objective, professional evaluation of, and any related treatment for, his/her abuse of or chemical dependency on controlled substances and alcohol; and

**Whereas**, it is agreed that Employee's total abstinence from controlled substances and alcohol is essential to Employee's recovery and to his/her retention of employment with Employer:

**Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Employee and Employer agree as follows:**

(1) Employer agrees to rescind the discharge to which Employee would otherwise have been subjected and, instead, to discipline Employee with a written reprimand for having violated Employer's rules regarding the use of, or other prohibited activity relating to, controlled substances and alcohol and agrees to abide by all terms and conditions set forth below. Employee agrees that the facts alleged in the aforementioned written reprimand are true and herewith waives any right to participate in, file or continue to pursue a grievance or any other action contesting the aforementioned written reprimand and the discipline imposed thereby;

(2) Employee agrees to provide Employer with proof that Employee has entered into a chemical dependency rehabilitation program ("Rehab Program"). The proof required hereby shall be provided within three (3) working days of the signing of this Contract. If not provided within such time, Employee shall be placed on suspension without pay until such time as proof is produced. However, if such proof is not produced within 30 days, the Employee's employment may be immediately terminated unless the failure to produce is through no fault of the Employee;

(3) Employer understands that Employee may require a leave of absence to arrange for, and/or to participate in, a chemical dependency rehabilitation program. Accordingly, Employer will allow

Employee to use annual leave and sick leave which Employee has accrued for such purpose(s). In the event Employee has insufficient annual leave and sick leave, Employer will grant a leave of absence without pay to allow Employee to complete the chemical dependency rehabilitation program. In no event, however, shall any such leave of absence without pay exceed thirty (30) calendar days;

(4) Upon entering a chemical dependency rehabilitation program, Employee shall: (a) faithfully participate in all aspects of Employee's treatment plan; (b) abstain from the use of controlled substances and alcohol; (c) refrain from any conduct that would result in Employee's dismissal from the rehabilitation program; and (d) comply with all other terms and conditions of the rehabilitation program;

(5) Employee agrees to provide Employer's Human Resources Director with any and all information regarding Employee's treatment under a chemical dependency rehabilitation program, and further agrees to execute any authorizations necessary to allow Employee's treating professionals to provide such information on Employee's behalf;

(6) Before returning to work after signing this Contract, Employee shall submit to testing for controlled substances and alcohol, and produce a negative result. Moreover, Employee shall provide Employer's Human Resources Director with a written release from Employee's treating professionals and, if required by Employer's Human Resources Director, from a physician selected by Employer, attesting to Employee's fitness to return to duty;

(7) Upon returning to work after signing this Contract, and continuing for one (1) year after such return to work, Employee agrees to submit to unannounced testing for controlled substances and alcohol to be determined by Employer's Human Resources Director and Article 25 of the Collective Bargaining Agreement;

(8) Employee's employment shall be immediately terminated with no further right to grieve or appeal such discharge if:

- a) Employee fails or refuses to submit to such testing for controlled substances and alcohol conducted pursuant to Item (7) of this Contract; or
- b) Such testing produces a positive result and, after conducting a second test on the same specimen, a positive result is confirmed.

(9) This Contract shall continue in full force and effect for one (1) year from the date of Employee's return to work after signing this Contract; and

(10) Employee lastly understands and agrees that their continued employment subsequent to this contract is contingent on Employee's strict adherence to any Rehab Program and/or after care requirement of their Rehab Program and abstinence from the improper use of controlled substances and alcohol, and that any future improper use of controlled substances or alcohol will result in Employee's discharge from employment.

(11) It is understood and agreed by all parties hereto that this Last Chance Agreement is being entered into based upon the particular circumstance of this case and does not establish a precedent for the resolution of any other disciplinary matter.

(12) Employee has received and reviewed this Last Chance Agreement prior to executing it and has been afforded the opportunity to consult with their Union representatives and own legal counsel, if desired, and Employee agrees to be bound by all terms and conditions herein.

(13) The Last Chance Agreement constitutes the entire understanding of the parties hereto and can only be modified, amended, or revoked by the express written consent of both parties.

**In Witness Thereof**

Employee and Employer have freely and voluntarily caused their names to be subscribed hereto on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For Employee:

For Employer:

\_\_\_\_\_

\_\_\_\_\_

Signatures Witnessed by:

\_\_\_\_\_

Appendix IV

**Charlotte County Board of County Commissioners**

**Leave Sharing Approval Form**

(PLEASE PRINT OR TYPE ALL INFORMATION REQUESTED...EXCEPT SIGNATURES)

**PROPOSED LEAVE RECIPIENT**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Reason for Request: The proposed Leave Recipient has exhausted all forms of paid leave available to an employee of the Charlotte County Board of County Commissioners and is on an extended leave of absence due to a serious illness for him/her self or immediate family as defined by the Family Medical Leave Act.

**RECIPIENT'S DEPARTMENT HEAD APPROVAL**

I \_\_\_\_\_ attest that I have read the Leave Sharing Operating Procedure and have determined that \_\_\_\_\_ has demonstrated reasonable use of leave in the past; has provided sufficient evidence of the necessity for the anticipated absence and need for shared leave; and the leave recipient has exhausted, or is about to exhaust, all paid leave to which he/she is entitled.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEAVE DONOR**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Requested hours of Leave to be Shared: \_\_\_\_\_

I \_\_\_\_\_ attest that I have read the Leave Sharing Operating Procedure and that I have at least five years of service with Charlotte County Board of County Commissioners and/or have Frozen Sick Leave accrued; and am on active payroll. I wish to donate/share the following with the above named recipient (circle one):

- Accrued Vacation Leave
- Accrued Current Vested Sick Leave
- Accrued Frozen Sick Leave

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TRANSFER CALCULATION**

$$\begin{array}{l}
 (\text{_____} \times \$\text{_____}) \div \$\text{_____} = \text{_____} \\
 \text{Hours Donated} \times \text{Donor's Hourly Rate} \div \text{Recipient's Hourly Rate} = \text{Hours for Recipient's} \\
 \text{Sick Leave Account}
 \end{array}$$

**HUMAN RESOURCES**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_