

COLLECTIVE BARGAINING AGREEMENT

Between

POLK COUNTY BOARD OF COUNTY
COMMISSIONERS

and

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

October 1, 1997 - September 30, 1999

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PREAMBLE

THIS AGREEMENT is entered into as of this 1st day of October, 1997, between POLK COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County", and POLK COUNTY PROFESSIONAL FIRE FIGHTERS, I.A.F.F., LOCAL 3531, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the County is engaged in furnishing essential public services, which vitally effect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE I.
RECOGNITION

The County recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, in accordance with the Certification number 1085 from the Florida Public Employees Relations Commission dated May 26, 1994, for regular full time employees employed in the following classifications: Firefighter, Firefighter/Engineer, Firefighter/Specialist, Firefighter Recruit and Fire Code Inspector.

ARTICLE II.
REPRESENTATIVE OF PARTIES

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

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

ARTICLE III.
COUNTY'S MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of the Agreement, the County reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time redetermine, the number, location and type of its various operation, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by The county; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, demote, discharge or otherwise discipline employees for just cause; to subcontract; and otherwise to take such measures as the County may determine to be necessary to the orderly and efficient operation of its various operations, function and services. The Union will be given an opportunity to voice their position to management or the BoCC if privatization becomes a serious consideration.

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

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

A. Part-time employees shall be assigned such work hours and schedules as may from

time to time be determined by the Chief or his authority. No part-time employee may exceed 106 hours in a 14 day pay period without authorization from the Chief. The Chief will make a written justification available to the President of the Union.

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

ARTICLE IV
GRIEVANCE PROCEDURE

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

Section 2. Every effort will be made by the employees, the Union and the County to adjust grievances informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by a representative of the Union at his/her discretion at each step of the Grievance Procedure.

Section 3. The employee, either alone or accompanied by the representative, shall present the grievance as set forth below:

Step 1. The grievance shall be presented orally to the employee's immediate supervisor within seven (7) calendar days from the time the employee or the Union knew or by reasonable diligence should have known of the event in question. The supervisor shall reach a decision and communicate it within ten (10) calendar days to the employee and his representative if one was present.

Step 2. If the employee is not satisfied with the reply in Step 1, within seven (7) calendar days thereafter the grievance shall be presented in writing to the Fire Chief. The Fire Chief shall meet with the employee and his/her representative where applicable and reply in writing within ten (10) calendar days after receipt of the written grievance. Decisions reached in Steps 1 and 2 shall not be used as precedents for any subsequent cases unless mutually agreed to the contrary in writing.

Step 3. If the employee is not satisfied with the reply in Step 2, within seven (7) calendar days thereafter he/she or they may present the written grievance to the Deputy County Manager, The County Manager's designee to handle grievances on his behalf. The Deputy County Manager shall meet with the aggrieved employee and representative, if applicable, within ten (10) calendar days after receipt of the written grievance and endeavor to reach an adjustment of the grievance. The Deputy County Manager shall give a written answer within ten (10) calendar days of

this meeting.

Step 4. If the Union or the employee is not satisfied with the Deputy County Manager's resolution of the matter, he/she or they may proceed to those procedures and conditions of Article V (Arbitration).

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

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

Section 6. The Union will be notified when a written grievance is filed by anyone in the bargaining unit.

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

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

1. He/she may initiate a "contractual" grievance, which may allow them to eventually go to arbitration (Article V), if necessary, and if the issue meets all requirements to go to arbitration. In this case, the grievance must be filed within seven (7) calendar days of the recommendation for such disciplinary action, but the action may take effect immediately when the employee is given notice of such disciplinary action. This means' for example, if an employee is terminated, the termination may take place immediately, and there is NO provision for the employee to be placed on PAID suspension during the rest of the entire process. However, if the decision to terminate (for example) is over-turned during the process, the employee may be

reinstated and may be eligible for back pay to the date of termination.

OR

2. Within seven (7) calendar days, the employee may choose to request a Pre Disciplinary Hearing under the terms and conditions of the Employee Handbook, Sections 06.03 and 06.04, which does provide that the employee may be placed on PAID suspension until such time as the Hearing Officer makes his/her decision. If this option (2) is selected by the employee, then the next and ONLY other administrative redress (appeal) they may seek is a hearing in front of the Employee Relations Council, per Employee Handbook section 06.05 (and under procedural rules, section 06.07).

ARTICLE V.
ARBITRATION

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

- A. The written grievance and written demand for arbitration clearly identifies the section of provisions allegedly violated and the remedy or correction requested.
- B. A demand for arbitration has been made in writing within thirty (30) calendar days from and after receiving the Deputy County Manager's answer.
- C. The grievance was processed within the time limits set forth in Article IV.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the County violated the identified contract provision in the respect alleged in the written demand for arbitration.

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

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

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings, however, the issue mediated will be the same as the issue the parties have tried to resolve through the

grievance process. The rules of evidence will not apply, and no record of the mediation conference shall be made.

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

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

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

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

The parties will share equally the costs associated with mediation.

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

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

Section 4.1 In case of a grievance involving any continuing or other money claim against

the County, no award shall be made by the arbitrator which shall allow any amount for more than five (5) calendar days prior to the date when such grievance shall have been submitted or the exact date the matter being grieved would have been known to the employee by the exercise of reasonable diligence. The arbitrator may render an award, in a grievance involving compensation, covering all compensable time affected by the grievance for the most recent pay period prior to the filing of the grievance.

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

ARTICLE VI.
UNION STEWARDS

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

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

ARTICLE VII.
PROHIBITION OF STRIKES

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

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

Should the Union or employees covered hereunder breach this Article, the Union agrees that the County shall have unrestricted recourse to all rights provided by Chapter 447, Florida Statutes, including the right to proceed to the appropriate court and obtain an injunction against such breach; that the County may recover from the Union, or its successor in interest, such damages as may be incurred and that the County may take any other action or recourse authorized or available under the law. the Union may grieve disciplinary actions taken against any employee only with regard to a question of an employee's participation in any of the above activities. Once participation has been established, the County's actions are no longer subject to the grievance and arbitration procedure.

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

Any employee covered by this Agreement who violates any of the provisions of this Article

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

ARTICLE VIII.
NON DISCRIMINATION

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

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

ARTICLE IX.
EXISTING RULES AND PRACTICES

Section I. It is agreed and understood that the Fire Department currently has Standard Operating Procedures (SOP'S), policies, rules and regulations. The Union agrees that such SOP's, policies, rules and regulations may be formulated, amended, revised and implemented at the sole and exclusive discretion of the Fire Chief; provided, however, that such formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the Fire Chief shall provide at least seven (7) days' notice of such change to the Union with the exception of those changes which, if not implemented immediately, would pose a safety risk to employees or the public. In the event that the Union objects to any such contemplated change, the issue of whether or not the contemplated change is arbitrary or capricious shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE X.
PROBATIONARY PERIODS

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

Section 2. Employees requesting and/or being selected for promotion, lateral transfer, or voluntary demotion may be required to serve a "trial period". The "trial period" is a time of evaluation in which The hiring supervisor reviews The work performance of The individual, provided, however an employee who requests a voluntary demotion to a position which he/she previously occupied as a non-probationary employee within The Division shall not be required to serve a trial period. A person shall serve a "trial period" of six (6) months from The effective date of The action which may be extended by The County for an additional six (6) months. Upon satisfactory completion of a promotional "trial period" The hiring supervisor shall submit both The "Completion of Trial Period Evaluation" form and a Personnel Action Form (PAF) indicating any amount of increase. During such "trial period" The employee may be reduced to the highest available position below current position for which he/she is qualified.

ARTICLE XI.
LAYOFFS AND RECALLS

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

Section 2. In the event of a reduction in force, initial probationary employees in the classification affected will be laid off first. The County shall notify the Union in writing at least thirty (30) days prior to the date of layoff of the number of employees to be laid off. the Union will within five (5) days respond with a list of qualified employees, twice the amount of employees to be laid off with the least amount of seniority. For example, if the County advises the Union in writing that ten (10) employees are to be laid off, the Union will provide a list of twenty (20) employees with the least seniority. The County then may pick any ten (10) employees from the list, giving consideration to ability, experience, training, education and work records of the employees on the list considered for the layoff. Employees shall be recalled in reverse order of being laid off within a classification.

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

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

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

ARTICLE XII.

PRE-EMPLOYMENT PHYSICAL EXAMINATION

All applicants selected for employment, including those who have left county employment and return, must satisfactorily complete a pre-employment physical examination. The examination will be scheduled at a location designated by the County and will include a test for detection of illegal drugs. The applicant selected for employment is required to pay 50% of the cost of the initial examination. If the drug test is positive, the applicant will not be employed. The applicant may, however, elect to have a retest of the original (or split sample), for which they will be required to pay 100% of the cost. If the second test is negative, the Board will reimburse the test cost to the applicant and the applicant will be eligible for employment. All applicants must submit completed physical examination forms to the Personnel/EO Division before beginning work.

ARTICLE XIII.

SUBSTANCE ABUSE POLICY

The parties agree that the County's Drug Free Workplace Program Policy Statement revised as of September, 1995 is applicable to employees in the bargaining unit. Should there be any change in the policy, the County agrees to notify the Union in writing and give it an opportunity to bargain about the changes. If the union does not request to bargain about the changes within seven (7) days after being notified, the change will become effective on the eighth (8th) day.

ARTICLE XIV.
DUES CHECK-OFF

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

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

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

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

ARTICLE XV.
BULLETIN BOARDS

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

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

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

ARTICLE XVI.
SAFETY AND HEALTH

The County and the Union agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

The County shall make reasonable provisions to insure the safety and health of each employee during the hours of their employment. Employees will be required to use all safety clothing and protective devices made available by the County and shall also be required to observe safety rules promulgated for their protection. Safety clothing and protective devices shall consist of OSHA or NFPA required and approved bunker coat, safety glasses, pants, gloves, boots, helmet, nomex hood and SCBA with PASS device. The County will, over a two year period, provide each suppression employee with a SCBA mask. The two year period will begin upon ratification of the contract by both parties. Each employee shall report any unsafe practice or condition of which they are aware to the officer in charge immediately.

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

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

The Union shall also be allowed one (1) representative on the County Safety Committee.

ARTICLE XVII.
HOURS OF WORK AND OVERTIME

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

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

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

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

ARTICLE XVIII
RATES OF PAY

Section 1. For the contract year October 1, 1997 - September 30, 1998, the following increases will be effective with the pay period designated by the Board of County Commissioners as the beginning pay period for all other employees for fiscal year 1997/1998:

- A. A two percent (2%) increase to the pay plan (minimum through maximum) for all qualified bargaining group employees. Employees on disciplinary probation will not start receiving their 2% adjustment until after they are relieved from such current probationary status. No employee will receive an increase which makes their pay exceed the maximum of the new range for their classification.

- B. For fifty-six hour employees, hourly rate will be determined by using 2912 hours.

NOTE: Raises for 56 hour employees will be calculated as follows:

1. Current annual rate (by 1996/97 pay plan/contract) divided by 2912 hours equals new 2912 hourly rate.
2. New 2912 hourly rate multiplied by 1.02 (i.e. plus 2%) equals new pay plan hourly rate.
3. New pay plan hourly rate times 2912 equals new annual rate.

Section 2. Rates of pay for the second year of this contract (October 1, 1998 - September 30, 1999 will be subject to the reopener set forth in Article XVIII (Duration, Modification and Termination).

Section 3. However wages for Fire Codes Inspectors may be reopened at the County's discretion at any time during (and for) the 1997/1998 contract year.

Section 4. Rates of pay increases and pay range adjustments shall not continue after the expiration of the contract.

ARTICLE XIX.
OTHER BENEFITS

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

Section 1. Holidays.

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

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

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

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

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

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

Section 2. Annual Leave Accrual.

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

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

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

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

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

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

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

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

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

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

Section 3. Sick Leave Accrual.

Sick leave shall be accrued from the beginning of employment and may be utilized the first pay period of the seventh month of employment and upon successful completion of the initial probationary period. All regular full time employees shall accrue sick Leave at the rate of 3.70 hours bi-weekly. Fifty six (56) hour personnel shall accrue sick Leave at the rate of 5.17 hours bi-weekly. All part time employees who work less than 40 hours per week, but work a minimum of twenty (20) hours per week shall accrue sick Leave at the rate of 1.85 hours bi-weekly. Time is accrued based on regular hours paid the previous

pay period and may be used as accrued to the employee's account. See "Annual Leave Accrual" for example. All other part time and interim employees shall not be entitled to sick leave benefits. There is no limit on the number of sick leave hours which may be accrued by an employee. Employees transferring from another State of Florida or Polk County agency may transfer up to two hundred forty (240) hours of unpaid sick leave, provided that agency has a reciprocal agreement with the Board of County Commissioners. There can be no break in service from the time of termination until beginning employment with the Board of County Commissioners. Break in service to be defined, per Division of Retirement rules, as an absence of one calendar month or more from an employer's payroll except for periods of absence where an employer-employee relationship continues to exist and such absence is creditable under the Florida Retirement System. Employees wishing to transfer sick time shall coordinate with the Human Resources Division to determine the beginning date of employment for break in service determination. That time must be verified in writing by the transferring agency to the Human Resources Division. These employees will be required to complete six (6) full months of employment and successfully complete the initial probationary period before they will be allowed to use any accrued sick leave.

Section 3.1 Annual Leave Conversion to Sick Leave Credit.

An Employee may choose to transfer up to forty (40) hours; (20) hours for part time, and (56) hours for Fire and EMS personnel), of annual leave (in lieu of receiving payment for annual leave) to sick leave provided:

- A. The employee has used eighty (80) hours (40) hours for part time and one hundred twelve (112) for 56 hour personnel), annual Leave within the calendar year.
- B. Two hundred forty (240) hours (120 for part time, three hundred thirty six (336) for 56 hour personnel) annual leave time must remain in the employee's Leave account.

Any hours in excess of two hundred forty (240), (120 for regular part time, three hundred thirty six (336) for 56 hour personnel) up to a maximum of 40 hours (20 for regular part time and 56 for Fire and EMS personnel) in an employee's annual leave account on December 31st of each year will automatically be transferred to their sick leave account provided they have not previously received cash compensation for 40 hours, (20 for part time, 56 for Fire and EMS personnel). In the event of the death of an active employee, the survivors will be paid the total hours of accrued annual leave.

Section 3.2. Use and Request for Sick Leave.

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

Use of sick leave for any purpose not specified below shall be considered misconduct and shall be grounds for disciplinary action. (In other words, an employee is not entitled to take one day a month off just because they have accumulated a sick leave day).

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

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

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

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

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

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

It is the policy of the Board of County Commissioners to require a physician's release after

having sustained an off the job injury; after undergoing surgery; to return from Leave of Absence, or any illness or disability in excess of six (6) weeks, with or without pay. However, a Department/Division Director or supervisor may require a medical release at any time they feel an employee's physical or emotional well-being is jeopardized. The employee's supervisor may at any time require verification of illness or disability from a physician.

Section 3.3 Sick Leave Sharing.

Employees who have an extended illness and exhaust all sick and annual leave may be eligible for Sick Leave Sharing. Fellow employees may transfer up to an annual maximum of forty (40) hours or fifty-six (56) hours for 56 hour personnel, provided the employees receiving the time has a zero balance in their sick leave account. No more than 240 (120 for part time, 336 for 56 hour personnel) total hours may be transferred to an individual employee in any calendar year. The employees donating the sick leave time must retain a minimum of 240 (120 for part time, 336 for 56 hour personnel) hours in his/her account after the transfer is made. Donations must be made in increments of either eight (8) (four (4) for part time, twelve (12) for 56 hour personnel) hours. Forms used to transfer Sick Leave credits must be completed and received by the Personnel/EO Division one week prior to the pay period the employee's time is reported for sick leave sharing use in order for such creditable time to be transferred and paid. This time is provided for the employee's personal illness only.

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

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

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

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

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

An employee hired prior to October 1, 1996 and retiring or who leaves county service shall be paid a percentage of unused accrued sick leave based on the years of service schedule noted below. The sick leave incentive policy is provided only to those employees hired prior to October 1, 1996 and who have a minimum of two (2) years continuous employment with the Board of County Commissioners and a minimum of 160 hours creditable accrued sick leave. A maximum allowable payment for unused sick leave is based on an employee's hiring date, accordingly:

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

SICK LEAVE INCENTIVE PAY OUT SCHEDULE:

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

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

Section 3.7. Personal Time Off (PTO).

Beginning January 1 st of each calendar year, all regular full time bargaining group employees may use 24 hours (40 Hour Employees) or 72 Hours (56 Hour Employees) per calendar year as Personal Time Off (PTO). PTO may be used in increments of less than a work day. If PTO is taken the last scheduled day before or the first scheduled day after a holiday, the employee will NOT receive holiday pay unless the employee has prior written authorization from the Division or Department Director. Also, PTO is included under Article

XXVI (Use of and Procedures for Requesting Leave) as a type of leave included under the "six off per shift guarantee." Therefore, if there are already six employees off on scheduled leave (and there are no more part timers available), then you must get permission to use PTO or such absence will be designated as "Unauthorized" leave for which no pay will be received.

PTO hours will be designated and accounted for separately on the Request for Leave Form, but will be deducted from an employee's accrued sick leave account. The use of PTO hours will NOT be considered when evaluating an employee's number of hours used relative to attendance performance. However, employees are responsible for monitoring their use of PTO. Any use of PTO hours in excess of the annual allocation will be a violation of this policy and any excess hours used will be deducted from an employee's vacation leave account or will be charged as lost time if the employee is not qualified for annual leave or their annual leave account is depleted. Employees are encouraged to call the Personnel Office in advance of using PTO if there is any doubt concerning the number of PTO hours they have available. Unused PTO hours may NOT be carried over to another year.

Section 4. Military Leave.

Under authority of Florida Statute 115.07, as revised, employees who are members of reserve or national guard units are eligible to receive paid leave up to seventeen (17) days per calendar year in order to attend active or inactive duty training. A shift of up to twelve (12) hours will be considered one day's leave, while shifts over twelve (12) hours and up to twenty four (24) hours will count as two (2) days leave. It shall be necessary for an employee to present a copy of personal military orders to the Human Resources Division prior to using military leave in order to receive payment for such Leave. When the time used exceeds seventeen (17) working days in any one calendar year, all future leave may be charged to annual leave or lost time in compliance with the Leave Restrictions as designated in the Employees' Handbook. Use of annual leave for military obligations will be at the discretion of the employee.

An employee who leaves County employment to serve in the Armed Forces of the United States and is discharged with an honorable discharge, shall be re-employed to the same or an equivalent position, provided the employee returns to the position within one (1) year of

the date of discharge. There shall be no reduction of compensation, benefits, or seniority as a result of such service.

Section 5. Family and Medical Leave.

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

Section 6. Medical Insurance.

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

Section 7. Funeral Leave Pay.

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

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

Section 8. Jury Duty and Witness Fees.

An employee who is called for jury duty, or is summoned to appear as a witness on behalf of any town, city, County, State or the Federal Government, shall be granted leave with pay

upon presentation of the summons. When an employee has been granted leave for court attendance and is excused by proper court authority they shall report back to their official place of duty whenever there is an interruption in jury or witness duty. Failure to do so may cause loss of benefits and/or disciplinary action. Jury fees, witness fees, and mileage will be retained by the employee.

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

Section 9. Tuition Reimbursement.

Regular full time employees shall be eligible for the Tuition Reimbursement Program which is made available to the other regular full time County employees.

Section 10. Long Term Disability and Life Insurance.

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

Section 11. Dental Insurance.

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

Section 12. Credit Union.

Bargaining unit employees have the same rights and access to Imperial Polk Employees Credit Union as other eligible employees of the Board of County Commissioners.

Section 13. Call Back Pay.

Employees required to return to their job because of an emergency after having completed

their normal scheduled shift shall be paid a minimum of two (2) hours at time and a half their regular hourly rate. When required to work more than two (2) hours in any shift due to call back, the employee will be paid time and a half for the actual hours worked.

ARTICLE XX.

ASSIGNMENT DURING DISABILITY (Light Duty)

Any employee assigned by the County to a less strenuous position, due to health or disability, shall be paid his/her regular hourly rate for all hours worked and shall continue to be eligible for all fringe benefits pursuant to this Agreement. He/she shall continue to accumulate seniority during such disability (Light Duty) assignment.

ARTICLE XXI.

SHIFT EXCHANGE

Shift exchange is a privilege not a right. Firefighters working a 56 hour schedule may exchange shift 1) to attend school for education or 2) for personal time not to exceed 48 hours per month, pursuant to the following conditions and procedures.

1. Any shift exchange must not interfere with the efficient operation of the Polk County Fire Department.
2. The exchanging employees must both be of equal rank to the extent that normal service is not adversely effected.
3. The Shift Exchange Agreement form must be completed and signed by both employees prior to the exchange and have the approval of the appropriate Supervisors and Deputy Chief prior to the exchange. Since it is a privilege and not a right, it may be denied by the Supervisor(s) and /or Deputy Chief for any reason at any time. However, such denial will not be arbitrary or capricious.
4. The shift exchange will not result in overtime pay for either party involved. It is the responsibility of the exchanging employees t make arrangements to be relieved on time, whereby a third party will not be effected as a result of being relieved late and no overtime is incurred.
5. Time owed will be of concern to the employees involved only. It will be the responsibility of both individuals to see that the exchange is carried out without any complications. All exchanges must be completed within a 30 day period. In the event either party fails to fulfill the obligation, it will be the regularly scheduled person who loses pay.
6. In the event the unscheduled employee is injured on the job, he/she will be reported as working and the scheduled employee will receive lost time or vacation leave that shift.
7. The employee scheduled to work will be reported as working on the official Time and Attendance (T&A) Sheet.

8. The unscheduled employee is responsible for completing all duties and assignments as outlined in this Standard Operating Procedure as well as any specific duties that may be assigned by the on duty supervisor.
9. The shift exchange will not result in either employee working more than 48 consecutive hours.
10. Any employee may not owe any other employee or any combination of employees more than a total of 24 hours.
11. The Shift Exchange Agreement must be filled out completely and turned in to Division headquarters at least one shift prior to the initial exchange

ARTICLE XXII.
SEVERABILITY AND WAIVER

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

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

ARTICLE XXIII.

LABOR MANAGEMENT COMMITTEE

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

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

Each party shall be limited to four (4) individuals unless otherwise agreed.

ARTICLE XXIV.

GENDER

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

ARTICLE XXV.

UNIFORMS

In order for bargaining group employees to purchase replacement uniforms required by the County, the County will pay each employee at the rate of One Hundred Thirty-Five Dollars (\$135.00) during each fiscal/contract year as long as they are employed in the bargaining unit. Uniform allowances will be payable on the second pay period of the new fiscal/contract year. and will either be paid by separate check (or) will be designated as a separate item on each employee's regular check (whichever the County chooses). However, this will not apply to inspectors. The County will continue to provide their uniforms for them and they will not receive a uniform allowance, as set forth for other bargaining group personnel.

Employees receiving such allowance, as set forth above, may wear standardized County Fire Department tee-shirts, except when required, i.e., pre-fire plans, school visits, and other events when directed by a supervisor.

ARTICLE XXVI.
USE OF AND PROCEDURES
FOR REQUESTING ANNUAL LEAVE

Annual leave may be used for the following purposes:

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

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

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

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

There shall be no limit to the number of employees off for any shift, as long as qualified part-timers are available. A minimum 6 (six) employees will be allowed off for all forms of scheduled leave (examples: Annual, Military, PTO, etc.) regardless of part-timers available, except for the Thanksgiving and Christmas holidays and the minimum manning of one Specialist and two qualified personnel will not be compromised.

ARTICLE XXVII.
PERSONNEL ASSIGNMENTS

Personnel assignments are an operational decision. The Chief or his representative may reassign personnel at any time provided, however, such reassignment is for a valid reason and not arbitrary and capricious. For voluntary change of classification and for station assignment opportunities resulting from ordinary circumstances, however the following rules/procedures will apply:

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

ANNUAL PROMOTION LIST: Requests submitted by employees for selection for promotion, voluntary demotion, lateral transfers by schedule (40/56 hour) will be made from an annual promotion list. The conditions for this process follow:

1. The promotion list will be effective from January 1st. to December 31st each calendar year in which this contract is in force.
2. Once per year (during December) points will be calculated for each employee. Such points will be based on experience, educational qualifications, and the two most recent Fire Services performance evaluations on file. Employees are responsible for ensuring that their personnel files are current by December 1st. each year, so that their points may be calculated during the month of December, to be effective January 1 st. Nothing submitted for file after December 1 st. will be considered for calculation of points for the upcoming year. Years of experience will also be calculated as of December 1 st.
3. Employees must submit a formal written request to be considered for promotion, voluntary demotion, or lateral transfer for purposes of schedule change (40/56).
4. Provided all other provisions of this article are met, the positions of Firefighter/56 and Firefighter Recruit/56 will be decided by Polk County Fire Department Seniority.

5. Positions will be offered to the employee with the highest number of points, provided: (1) he/she has formally requested the position/schedule (2) that he/she has the requisite certifications/qualifications for the job, and (3) that the Chief has final decision-making authority. If the Chief selects an employee other than the employee with the most points, he will justify such reason in writing. Such decision may be challenged through the grievance procedure, and the issue will be whether the decision was arbitrary or capricious.
6. Employees will not be eligible for consideration if they are on probation or serving a trial period when a position becomes available.
7. Employees may refuse an offer from the promotion list.

STATION ASSIGNMENTS: The County will maintain a station request file for each station. Requests for station assignments will be subject to the following conditions and procedures:

1. Employees are allowed only one request on file at any one time.
2. Employees are responsible for keeping their request current. If selected, per request on file, employees may not refuse reassignment.
3. Employees may remove requests at any time prior to being notified of a selection.
4. The County is not obligated to honor more than two (2) station requests within any two (2) year period, per employee.
5. Selections will be made on the basis of Polk County BOCC Fire Service seniority, except that the Chief reserves the right to make all final decisions. If the Chief selects an employee who is not the most senior, then he will justify such reason in writing. The Chief's decision may be challenged through the grievance procedure, and the issue will be whether such decision was arbitrary or capricious.
6. The County agrees to commit to two (2) station reassignments via the system per original vacancy. Original vacancy is defined as a vacancy occurring from an employee leaving the bargaining unit for any reason, or the addition of any newly

authorized positions to any station. The Chief may or may not use this process to assign stations beyond the commitment of two (2) changes per original vacancy, without setting a precedent.

Relative to this article, the two (2) station reassignments per original vacancy will be made prior to any selection from the promotion list or assignment of new-hires within the bargaining unit. Further, the County will notify the union in writing within seven (7) calendar days (holidays excepted) or any placement due to promotion, voluntary demotion, lateral transfer due to schedule change, or station reassignment within the bargaining unit.

For written requests applicable to both the promotion list and the station assignment file, employees may submit or change a request quarterly (four) times per year (last ten calendar days of December, March, June, & September) Requests must be made on approved forms provided by the County and must be submitted (in person) directly to the Chiefs office. Requests not received under the above specified conditions will not be considered until the next request period.

POINTS LIST

1. Fire service related classes from state certified training center-.1 per certificate hour up to a maximum 4 points per class.
2. Driver Engineer, Pump Operator, or Apparatus operator, etc...1 point per certificate hour. Example... 24 hour pump class = 2.4 points, 60 hour Driver Engineer = 6, and 80 hour Apparatus operations = 8 points.
3. Fire Officer 1 Certificate = 2 points
4. Fire Officer 1 Instructor = 2 points
5. Municipal Inspector = 1 point
6. Inspector Instructor = 2 points
7. Basic Instructor = 1 point

8. Job Related Seminar .1 point per certificate hour
- 9 .5 points per completed college accredited non-fire related class. Examples College English, College Math, etc....Must submit transcript.
- 10 5 points for job related college degree.
- 11 .1 point per Evaluation point for the last two evaluations.
12. 2 points per year of continuous full time Polk County Fire Department employment.
(Full years only)
13. .25 points per year of full time other fire department employment. (Full years only)
14. 1.5 points - State Certified EMT
15. 3.0 points - State Certified Paramedic.

The Fire Services Division Director is the final authority regarding the application of points to a given degree, class, or seminar.

Copies of certificates will be submitted by December 1 of the calendar year and will apply for the next calendar year.

ARTICLE XXVIII.
DURATION, MODIFICATION AND
TERMINATION

Section 1. This Agreement shall be effective as of the 1st day of October, 1997, and shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 1999. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other party of intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

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

Section 2. Prior to June 1, 1998, either party may request to reopen the contract to negotiate Rates of Pay (Article XVIII, Rates of Pay) and/or Other Benefits (Article XIX, Section 1-13) for the Period October 1, 1998 - September 30, 1999.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this

_____ day of _____, 19

POLK COUNTY PROFESSIONAL
FIREFIGHTERS, IAFF, LOCAL 3531

POLK COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____

By:

Title: _____

Title: