

UNION CONTRACT

July 1, 2015

through

September 30, 2018

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ARTICLE 1
PREAMBLE

Section 1: This Agreement is entered into by and between the Okeechobee County Board of County Commissioners (hereinafter referred to as the "County and or employer") and Local #2918 International Association of Firefighters, (hereinafter referred to as the "Union".)

Section 2: It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any dispute involving the interpretation or application of this Agreement, and to set forth herein basic and full conditions of employment. There shall be no individual or separate agreement(s) containing provisions contrary to the terms provided herein.

Section 3: For the purpose of this Agreement, the singular shall be deemed to include the plural, the masculine gender shall be deemed to include the feminine gender, whenever the context requires.

Section 4: The term "Department" shall mean the Okeechobee County Fire Rescue Department. The term "Chief" shall mean the Chief of the Okeechobee County Fire Rescue Department "County Administrator" shall mean the County Administrator, or the Chief's designee.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees of the Okeechobee County Fire Rescue Department holding positions included in the bargaining unit as set forth in certification number 639, issued by the Public Employees Relations Commission. Bargaining Unit employees are defined as Firefighter, Paramedic, EMT, Lieutenant and Driver.

ARTICLE 3
UNION ACTIVITY

Section 1: County Commitment: The County will not encourage or discourage membership in the Union by discrimination in regard to hiring or other conditions of employment.

Section 2: Union Commitment: The Union agrees that it will not discriminate against employees based on their membership or non-membership in the Union.

Section 3: Solicitation and Distribution: The Union, its members, agents, representatives, or any persons acting on behalf of the Union are prohibited from soliciting any bargaining unit employee during working hours of such employee. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hours or in places not specifically devoted to the performance of the employees' official duties.

ARTICLE 4
BULLETIN BOARD

Section 1: Location: The County shall provide six (6) square feet of wall space at each fire station staffed with full-time employees to accommodate a Union bulletin board, white board or other appropriate fixture for the purpose of displaying Union notices. Such fixture shall be provided at the sole expense of the Union.

Section 2: Restrictions: Notices shall not contain anything political, except internal Union election campaign material, or anything reflecting adversely on the County, its elected officials, or any of its employees. Nothing to be posted shall contain any foul language or language with sexual connotations. Material, notices or announcements which the Chief determines violate the provisions of this Article shall not be posted and if posted may be removed by the Chief or his designee who shall notify the union president of the removal in writing within twenty-four (24) hours of the removal.

ARTICLE 5
DUES DEDUCTION

Section 1: Deductions: The County agrees to deduct Union dues from the pay of bargaining unit members who individually request in writing that such deductions be made, in an amount certified to be current by the secretary/treasurer of the Union. The total amount of deductions shall be remitted monthly by the County to the secretary/treasurer of the Union. A properly executed copy of such authorization for dues deductions shall be delivered to the County before payroll deductions are made (Exhibit "A"). Such authorization is revocable at will upon thirty (30) calendar day's written notice to the County (Exhibit "A").

Section 2: Indemnification: Except in a case where it is proven to be the fault of the County, the Union shall indemnify, exonerate and save harmless the County from any claims and/or judgments against the County as the result of Union dues deductions. In the event that a claim, action, suit, or proceeding is brought by an employee, person, firm, or corporation against the County, as it relates to payroll deduction of dues, the County shall give written notice thereof to the Union by email to President of local union; and by registered mail addressed to the President of the local union at Post Office Box 207, Okeechobee, FL 34973, within fifteen (15) calendar days of receipt of a written claim, action or any proceeding by the County Administrator. The Union shall defend said claim, action, suit, or proceeding at its own cost and expense without expense to the County, even if such claim, suit, action, or proceeding is false, groundless, or fraudulent. Settlement of any such claim by the Union shall be subject to prior review and approval by the County.

Section 3: Collections: The County shall not collect Union dues in arrears and shall not become involved in any collection of fines, penalties or special assessments. Written requests from the Union to change the amount of dues deductions shall be implemented by the County within thirty (30) calendar days of receipt.

ARTICLE 6
COPY OF AGREEMENT

One copy of this final executed Agreement shall be supplied to each fire station staffed with fulltime employees and to the Union President.

ARTICLE 7
MEETINGS

Union meetings may take place on County property, located at Emergency Operations Center (EOC), and scheduled through Fire Administration.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1: **General**: All inherent and common law management rights, powers, authority, prerogatives and functions which have not been expressly modified, restricted or limited by a specific provision of this Agreement including, but not limited to, unilaterally determining standards of services to be offered to the public by its constituent operating areas, exercising control and discretion over its organization and operation, directing its employees, taking disciplinary action, contracting and subcontracting work and relieving its employees from duty because of lack of work or for other legitimate reasons are hereby reserved and vested exclusively in the County.

Section 2: **Right to Grieve**: The exercise of such rights shall not preclude employees or their representatives from raising grievances in the event that management's action has the practical consequence of violating the terms and conditions set forth outside this Article of this Agreement.

ARTICLE 9
STRIKES AND LOCKOUTS

Section 1: **Strikes**: Neither the Union nor any bargaining unit employee shall participate in a strike against the County by instigating or supporting, in any manner, a strike, slowdown, stoppage or any other interference with the normal operation of the County. Any employee who participates in a strike in violation of this section shall be subject to immediate dismissal in addition to any other penalties provided in s. 447.507, Florida Statutes.

Section 2: **Lockouts**: The County shall not participate in an employee lockout.

ARTICLE 10
SENIORITY, LAYOFF & RECALL

Section 1: **Definitions:** As used herein the term "department seniority" shall be defined as the period of continuous employment with Okeechobee County Fire Rescue; the term "rank seniority" shall be defined as the period of continuous employment with Okeechobee County Fire Rescue Department as a Firefighter/EMT, Firefighter/Paramedic, Firefighter Driver, and/or Lieutenant/Paramedic.

Section 2: **Accrual of Seniority:** Department seniority shall be accrued from the date of an employee's first day of employment through the date of an employee's last day of employment, except as provided herein. Rank seniority shall be accrued from the date of an employee's first day of employment in a specific job classification through the date of an employee's last day of employment in the same job classification, except as provided herein.

Section 3: **Termination of Seniority:** Department seniority and rank seniority shall terminate; (1) upon the 13-month anniversary date of an employee's layoff, (2) upon the effective date of an employee's resignation or (3) upon the effective date of an employee's dismissal. Accrual of department seniority and rank seniority shall be suspended for the period of any disciplinary suspension(s) without pay or unpaid leave of absence, excluding family medical leave authorized pursuant to County policies, procedures and regulations.

Section 4: **Reorganization / Layoffs:** In the event of a departmental reorganization, any non-disciplinary demotions or layoffs shall occur in inverse order of rank seniority within the classification(s) affected.

Section 5: **Bumping:** In the event of a layoff, an employee to be laid off may bump the employee in the next lower classification who has the least department seniority;

Section 6: **Pay:** An employee who is demoted due to a reorganization or reduction in force shall be compensated at his pre-demotion pay rate or at the maximum pay rate established for the job classification to which he is demoted, whichever is lower. An employee shall be promoted to the position from which he was demoted due to a reorganization or reduction in force in the event the position is subsequently re-created, unless period is greater than 13-months, then filling of position will be handled in accordance with current promotional guidelines.

Section 7: **Recall:** Employees shall be recalled from layoff in inverse order of layoff; provided, the employee to be recalled passes a fitness-for-duty examination conducted by a medical doctor on contract with the County to perform annual physical examinations and whom remains qualified and able to perform all of the duties of the position to which he is to be recalled. Notice of recall shall be provided by certified mail to the employee at his last known mailing address. It shall be the responsibility of the employee to notify the Chief of any change in address which occurs while on layoff. The employee shall be afforded fourteen (14) calendar days from the date of mailing to accept the recall offer in writing and shall report back to work as scheduled by the Chief, provided if the employee is otherwise employed, he shall not be required to return to work sooner than fourteen (14)

calendar days of mailing of the notice of recall. In the event the employee declines or fails to accept the recall offer within this period, the employee shall thereafter be ineligible for recall.

ARTICLE 11 PROMOTIONS

Section 1: General: The following policies shall establish criteria to be used for the examination and evaluation of candidates for promotion to a position classification within the bargaining unit Driver Engineer/Paramedic and Lieutenant/Paramedic.

Section 2: Examinations: All examinations shall be impartial and shall relate to those matters which will fairly test the candidate's ability to discharge the duties of the position for which he is competing. An employee's relative standing on a promotional eligibility list shall be established by compiling the scores, weighted as indicated, in the following categories:

1. **Written examination:** equals 50% of total score; minimum 70% on test to take Practical Exam.
2. **Practical examination:** equals 50% of total score; minimum 70% on test.
3. **Bonus:** Upon passing written and practical examinations, candidate will become eligible for bonus points, if eligible.
 - A. **Seniority:** ½ point per year of department seniority above minimum qualifications up to ten (10) years; 5 points above maximum qualifications up to ten (10) years.
 - B. **Educational:** ½ point above minimum qualifications up to five (5) points.

Section 3: Examination Materials: Examination materials shall consist of material related to the duties of the position and shall be consistent with the needs of the County. A list of text and references, upon which the examination is based, will be included in the examination announcement, along with acquisition information.

Section 4: Practical Boards: The oral examination shall be given by a minimum of three (3) member panel of equal or higher rank outside the department. If a member of the panel is of the same rank as being tested, the member must have held that rank for at least three (3) years.

Section 5: Timing of Examinations: Promotional examinations shall be conducted as required to meet the needs of the Department.

Section 6: Posting: Announcements for promotional examinations shall be posted in each fire station staffed with full-time employees at least fourteen (14) business days prior to the closing date for applications. Announcements may also be posted externally. An applicant's eligibility to take a promotional examination will be determined on the basis of eligibility criteria established in the